

2-2 Assignment of Mining Lease 14-20-603-3698, dated September 25, 1957,

Doc. No. 17867, pdf pp. 29-43.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No.
14-20-603- 3693

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved uranium
mining lease, dated September 23,, 1957, entered into by and between
G Bah (Allot. No. 1179) or the heirs as the case may be, where the
original allottee is known to be dead., lessor,
and Black Jack Corporation (a Delaware Corporation), lessee,
covering the following-described lands in the Navajo Allotted Lands
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico

Tract No. 208, NE/4 Section 18, Township 13 North, Range 13 East,
N.M.P.M., Navajo Allotted Lands, McKinley County, State of New
Mexico, and containing 160 acres, more or less.

Now, THEREFORE, for and in consideration of 100
dollars (\$ 100), the receipt of which is hereby acknowl-
edged, the said Lance Corporation (a Delaware Corp.) Assignee of Black Jack
Corporation
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys
an undivided 25% right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior, to Homestake Mining Company
a California Corporation, of 100 Bush St., San Francisco, Calif.

Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal, this
day of DEC 30 1959, 1959

LANCE CORPORATION

By Richard L. Latham

President

Attest Hugh M. Gay

(OVER)

Secretary

STATE OF New Mexico }
COUNTY OF Santa Fe } ss:

Before me, a notary public, in and for said county and State on this DEC 30 1959 day of 19, personally appeared Richard D. Bokum II to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires NOV - 2 1960, 1960

Howard B. Jathen
Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, a notary public, in and for said county and State, on this _____ day of _____, 19____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set its hand and seal this DEC 30 1959 day of 19

HOMESTAKE MINING COMPANY

By Donald E. McFarlane

Attest John W. Hadulla

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
DEPARTMENT OF THE INTERIOR,
GALLUP, N. MEX.
Washington, D. C.

APPROVED: MAR 2 1960

SEN. CARLTON E. PAUL

ACTING ASSISTANT Commissioner of Lands AREA DIRECTOR

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved uranium
mining lease, dated 25th day of September, 1957, entered into by and between
G. I. I. (Allot. No. 1179) or the heirs as the case may
be, where the original Allottee is known to be dead, lessor,
and Black Jack Corporation (a Delaware corporation), lessee,
covering the following-described lands in the Navajo Allotted Lands
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico
Tract No. 208, NE/4, Section 18, Township 15 North, Range 13 West,
N.M.P.M., Navajo Allotted Lands, McKinley County, State of New Mexico,
and containing 160 acres, more or less.

NOW, THEREFORE, for and in consideration of [REDACTED]
dollars (\$[REDACTED]), the receipt of which is hereby acknowl-
edged, the said Black Jack Corporation
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys
all of its right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior, to Lance Corporation (a
Delaware corporation), of Room Building, Santa Fe,
New Mexico.
Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal, this
day of 11 1958, 1958

BLACK JACK CORPORATION

By A. P. Waxman
Vice President

ATTEST: [Signature]
Secretary

ACKNOWLEDGMENT OF CORPORATION

STATE OF New Mexico
COUNTY OF Santa Fe ss:

Before me, a notary public, in and for said county and State on this DEC 1 day of 1958, 19____ personally appeared A. P. Waxman to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires NOV - 2, 19____

Howard B. Johnson
Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____
COUNTY OF _____ ss:

Before me, a notary public, in and for said county and State, on this _____ day of _____, 19____ personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____, 19____.

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set its hand and seal this DEC 11 1958 day of _____, 19____

LANCK CORPORATION

By: Hugh M. Payne Pres.

ATTEST: Franklin Shivers sec.

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
DEPARTMENT OF THE INTERIOR,

W. G. Gilliam, Jr., M. JAN - 1 1959

APPROVED: Sgd. W. Wade Head

Commissioner of Indian Affairs.

Area Director, Per 21 A 1905

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

COMPETITIVE

OCT 24 1958

Contract No. 3698

U. S. Geological Survey MINING LEASE INDIAN LANDS
Carlsbad, N. M. (For Minerals other than Oil and Gas)

Uranium

Navajo Allotted Lands

Mining Lease

Reservation

THIS INDENTURE OF LEASE, made and entered into in sextuplicate, on this 25th day of September 1957, between G. Doh (Alot. No. 1179) or the heirs, as the case may be, where the original Allottee is known to be dead.

of New Mexico, State of New Mexico
part Block Jack Corporation
a Delaware Corporation

of Dolan Building, Santa Fe, New Mexico, State of New Mexico
part of the second part, hereinafter called the lessee.

WITNESSETH

I. Lessor, in consideration of \$1, receipt of which is hereby acknowledged, of the rent and royalty to be paid, and of the agreement of the lessee herein contained, grants and leases unto lessee for the sole purpose of prospecting for and mining minerals, as follows: uranium and minerals associated therewith

the land described as follows: Tract No. 208

18 13 N 13 W N.M.P. 13/4 Navajo Allotted Lands
section McKinley township, range, meridian, 160 Reservation,
County, State of New Mexico, and containing 160 acres, more or less. The lessee

may occupy as much of the surface of the land as is necessary to carry on the work of prospecting for and mining, preparation and removal of said minerals, including milling and storing.

II. TERM. — Subject to the other provisions herein contained, this lease is for a term of 10 years from the date of its approval and as long thereafter as the minerals specified are produced in paying quantities.

III. DEFINITION. — General Superintendent refers to the official in charge of the Indian Agency that has jurisdiction over the lands leased.

IN CONSIDERATION OF THE FOREGOING, THE LESSEE AGREES:

(1) ROYALTY.—To pay, or cause to be paid, royalties pursuant to the Percentage Royalty Schedule as set forth in Exhibit "A" attached hereto and made a part hereof, for the use and benefit of the lessor. All royalty accruing for any month shall be due and payable before the twenty-fifth day of the following month. During the period that the land is under Federal jurisdiction, the royalty provisions of this lease shall be subject to reasonable adjustment by the Secretary of the Interior or his authorized representative at the end of the first and each successive 10-year period, such adjustment being based upon market conditions as supported by evidence from the field.

(22) HEIRS AND SUCCESSORS IN INTEREST.—It is further covenanted and agreed that each obligation under this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the parties to this lease.

(23) GOVERNMENT EMPLOYEES CANNOT ACQUIRE LEASE.—No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

(24) CANCELLATION AND FORFEITURE.—When, in the opinion of the Secretary of the Interior, there has been a violation of any of the terms or conditions of this lease before restrictions are removed, the Secretary of the Interior has the right at any time after 30 days notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease void, and the lessor may then take immediate possession of the lands. After restrictions are removed, the lessor may use any available remedy in law or equity for breach of this contract by the lessee.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSOR:

P. O.

See attached signature sheet(s)
as to Lessor

P. O.

TWO WITNESSES TO EXECUTION BY LESSEE:

BLACK JADE CORPORATION

P. O.

By:

Lyle E. Zentach, Jr.

President

P. O.

Attest:

Mary Ann Rhinnes
Secretary

State of

County of

ACKNOWLEDGEMENT OF LESSOR

Before me, a notary public, on this 2 day of October, 1958, personally appeared

GLENN R. LANDRY, JR.

General Superintendent

to me known to be the

identical person who executed the within and foregoing lease, and acknowledged to me that he

executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires April 1, 1961

My Commission expires

L. Rhinnes
Notary Public

UNITED STATES

DEPARTMENT OF THE INTERIOR

Gallup, New Mexico OCT 17 1958

Washington, D.C.

The within lease is hereby approved.

SGD. T. B. HALL

Acting Area Director

Per 21FRL905 and I.O.L. 5/17/57 briefed
5277-56

Filed for record this day of 1958, at o'clock m

By:

Rental received, \$

(a) **MINIMUM ROYALTY.**—To pay, or cause to be paid, to the General Superintendent for the use and benefit of the Indian landowners, at the expiration of each lease year, commencing with the third lease year, a minimum royalty of \$4.00 per acre, or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

(2) **ANNUAL RENTAL.**—To pay, or cause to be paid to the General Superintendent for the use and benefit of the lessor, in advance, beginning with the date of approval of the lease, as annual rental, the sum of One Dollar (\$1) per acre for the first lease year, and One Dollar (\$1) per acre per year, in advance of each anniversary date of the lease, for each and every year thereafter during the continuance of the lease. The rent is not to be credited on the royalties accruing to the lessor under this lease. If the lease is surrendered or cancelled, no rent accruing to the lessor will be refunded.

(3) **DILIGENCE, PREVENTION OF WASTE.**—To exercise diligence in the conduct of prospecting and mining operations, to carry on development and operations in workmanlike manner and to the fullest possible extent; to neither commit nor suffer waste to be committed upon the land leased; to comply with the applicable laws of the State in which the land is located; to take appropriate steps to preserve the property and provide for the health and safety of workmen; to surrender and return promptly the premises upon the termination of this lease to whoever is lawfully entitled thereto, in as good condition as received, except for the ordinary wear and tear and unavoidable accidents in their proper use of the premises; not to remove any building or permanent improvement erected on the leased property during the lease. If the payments agreed upon by this lease have been made and the other lease terms and applicable regulations have been complied with, the office fixtures and records, personal property, tools, pumping, and drilling outfits, boilers, engines, and mining machinery may be removed by the lessee at any time before 60 days after the lease expires by forfeiture or otherwise.

(4) **FENCING.**—It is understood by the parties hereto that any fences constructed by the lessee shall be restricted to such of the above described lands on which active operations are being conducted which make it necessary or desirable to exclude livestock.

(5) **FOREST PROTECTION.**—The lessee agrees:

(a) Not to cut, destroy or damage timber without prior authority of the Commissioner of Indian Affairs or his authorized representative, such authorization to be made only where required by the pursuance of necessary mining operations.

(b) To pay for all such timber cut, destroyed or damaged at rates prescribed by the Commissioner of Indian Affairs or his authorized representative, such rates to be determined on the basis of sales of similar timber in the vicinity.

(c) To not interfere with the sale or removal of timber from the land covered by this lease by contractors operating under an approved timber sales contract now in effect or which may be entered into during the period of this lease.

(d) To do all in his power to prevent and suppress forest, brush or grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. To place his employees, his contractors, subcontractors, and the employees of such contractors or subcontractors employed on the leased land at the disposal of any authorized officer of the Indian Service for the purpose of suppressing forest, brush, or grass fires with the understanding that the payment for such services shall be made at rates to be determined by the Commissioner of Indian Affairs or his authorized representative, which rates shall not be less than the rates of pay prevailing in the vicinity for services of similar character: *Provided*, That no payment shall be made for services rendered in the suppression of fires for which the lessee, his employees, contractors or subcontractors or the employees of such contractors or subcontractors are responsible.

(e) To pay for the loss of all timber ten inches or more in diameter occasioned by fires for which he, or any of his employees, his contractors, subcontractors, or the employees of such contractors or subcontractors are responsible for the start or spread, the assessment of the value of such damages to be determined by the Commissioner of Indian Affairs or his authorized representative on the basis of the value of such timber on sales of similar timber in the vicinity. Also, to pay liquidated damages of Ten (\$10) dollars per acre for all young timber less than ten (10) inches in diameter destroyed by such fires unless a lesser rate of damages shall be approved by the Commissioner of Indian Affairs, and to pay all costs for the suppression of fires for which he, or any of his employees, contractors or subcontractors or the employees of such contractors or subcontractors are responsible.

(f) To not burn rubbish, trash, or other inflammable materials except with the consent of the authorized representative of the Commissioner of Indian Affairs, and not to use explosives in such manner as to scatter inflammable materials on the surface of the land during the fire season, except as authorized to do so by such representative.

(6) **DEVELOPMENT.**—The land described herein shall not be held by the lessee for speculative purposes, but for mining the minerals specified. The lessee shall begin operations within six months from the effective date of this lease. The lessee shall spend annually in actual mining operations, development, and improvements upon the leased land, or for the benefit of the leased land, including the annual rental, not less than Eleven Dollars (\$11.00) per acre. The lessee shall file with the General Superintendent an itemized statement, in duplicate, within 20 days after each lease year, of the amount and character of the expenditures during the lease year. The statement must be certified under oath by the lessee or his agent. If the lessee fails to diligently develop or operate the mine, except when operation is interrupted by a strike, an act of God, or casualty not attributable to the lessee, this lease will be subject to cancellation. Whenever the Secretary of the Interior or his authorized representative considers the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he considers advisable, but this does not release the lessee from paying the advance annual rental. Payment of minimum royalty will not excuse complying with the provisions of this section.

(7) **MONTHLY STATEMENTS.**—To keep an accurate record of the mining operations, showing the sales, prices, dates, purchasers, and the amount of minerals mined, the amount of minerals removed, and the gross receipts, and to furnish the General Superintendent sworn monthly reports before the twenty-fifth of the succeeding month. All royalty and advance rental due shall be a lien on all implements, tools, movable machinery, and all other chattels used in the operation and upon all of the unsold minerals obtained under the lease. An audit of the accounts and books of the lessee shall be made annually or at any other time directed by the General Superintendent by a certified public accountant approved by the Secretary of the Interior and at the expense of the lessee. The lessee shall furnish, through the General Superintendent, a free copy of the audit to the Secretary of the Interior within 30 days after the completion of each audit.

(8) **REGULATIONS.**—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases including 25 CFR 189, and 30 CFR 231. Rate of royalty, the annual rental, or the term of the lease may not be changed by a future regulation but the written consent of the parties to this lease.

(9) **ASSIGNMENT OF LEASE.**—Not to assign this lease or any interest therein by an operating agreement including agreements providing for payment of overriding royalty, or otherwise nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease.

(10) **BOND.**—To furnish to the General Superintendent an acceptable surety bond in the amount of \$10,000.00 (Ten thousand dollars) (\$10,000.00). The right is reserved to the Secretary of the Interior or his authorized representative to increase the amount of bond above the sum named.

(11) **LIQUOR.**—The lessee further agrees that he will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that he will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the lessee or with his knowledge, shall render this lease voidable at the option of the General Superintendent.

(12) **INSPECTION.**—The leased premises, producing operations, appurtenances, and all books and accounts of the lessee may be inspected by the lessor and his agents or any authorized representative of the Secretary of the Interior.

(13) **DISPOSITION OF MINERALS AND SURFACE.**—The lessor expressly reserves the right to lease, sell, or otherwise dispose of the oil and gas and the surface of the lands in this lease under existing law or laws hereafter enacted, such disposition to be subject to the right of the lessee to use as much of the surface as is necessary in the extraction and removal of the minerals from the leased land.

(14) **SURRENDER AND TERMINATION.**—The lessee may at any time terminate this lease or any part thereof upon the payment of all rentals, royalties, and other obligations due to the lessor, and the further sum of \$5, and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior or his authorized representative that full provision has been made for the conservation and protection of the property, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded, lessee shall file a recorded release with his application to the General Superintendent for termination of this lease.

(15) **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.**—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, the relinquishment does not bind the lessee until the Secretary has given 30 days written notice. Until the requirements are fulfilled, lessee shall continue to make all payments due under subsection 1 and 2. After notice of relinquishment has been received by lessee, this lease is subject to the following further conditions:

(a) All rentals and royalties accruing shall be paid directly to lessor or his successors in title.

(b) If at the time supervision is relinquished by the Secretary of the Interior as to all lands under this lease, lessee has made all payments due under the lease and has fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance of the lease and on file in the Indian Office shall be of no further force or effect.

(16) **WATER WELLS.**—The lessee may at its own expense drill and equip water wells on the leased premises and agrees that all wells will be left intact and properly cased at the termination of the lease by expiration of its term or otherwise. Lessee shall have the right to remove all mechanical pumping equipment installed by it at any wells.

(17) **DAMAGES.**—The lessee shall conduct all operations authorized in this lease with due regard to preventing unnecessary damages to vegetation, timber, soil, roads, bridges, cattle-guards, fences, and other improvements, including construction, operation, or maintenance of any of the facilities on or connected with this lease which causes damage to the watershed or pollution of the water resources. On termination of operations under this lease, the lessee shall make provisions for the conservation, repair and protection of the property and leave all of the areas on which the lessee has worked in a condition that will not be hazardous to life or limb, and will be to the satisfaction of the General Superintendent.

(18) **LIABILITY FOR DAMAGE.**—The lessee is liable for any and all damages resulting from his operations under this lease; including injury to the lessor, the tenants, licensees and surface owners, and for any and all damage to, or destruction of, all property, caused by the lessee's operations hereunder. The lessee agrees to save and hold the lessor and the United States, licensees, and the surface owner or their tenants harmless from all suits for injury or claims for damages to persons and property resulting from the lessee's operations under this lease.

(19) **ROADS.**—The lessee may use existing roads, if any, on the land and may construct, and maintain, at its own expense, any additional roads across lessor's lands that are necessary in carrying on the actual mining, prospecting, and exploration work after the location of these roads has been approved in writing by the General Superintendent of the Navajo Agency. The public obtains no rights to these roads, and upon termination of this lease or if at any time it becomes unnecessary for lessee to use the road for conducting the operations authorized under this lease, the right to use the road shall thereupon cease and all the rights shall revert in lessor in accordance with law. The lessee shall hold the lessor and the United States harmless and indemnify them against any loss or damage that might result from the negligent construction or maintenance by lessee of the road. Installations made in connection with roads by the lessee may be removed by the lessee.

(20) **INDIAN LABOR.**—The lessee shall employ Indians, giving priority to lessor and other members of his tribe in all positions for which they are qualified and available and shall pay the prevailing wage rates for similar services in the area. The lessee shall do everything practicable to employ qualified Indians, giving priority to the lessor and other members of his tribe and their equipment in the hauling of all materials under this lease, insofar as the lessee does not use its own equipment for that purpose. Lessee agrees to make special efforts to work Indians giving priority to the lessor and other members of his tribe into skilled, technical, and other higher jobs in connection with the lessee's operations under this lease.

(21) **INSURANCE, SOCIAL SECURITY, TAXES, ETC.**—The lessee agrees to carry such insurance covering all persons working in, on or in connection with the leased premises for the lessee as will fully comply with the provisions of the statutes of the State of New Mexico covering workmen's compensation and occupational disease, as are now in force or as may be amended.

Further, the lessee agrees to comply with all the terms and provisions of all applicable laws of the State of New Mexico and of the United States of America as now exist or as may be amended, pertaining to Social Security, unemployment, compensation, wages, hours, and conditions of labor; and to indemnify and hold the lessor and the United States harmless from payment of any damages occasioned by the lessee's failure to comply with these laws. The lessee shall pay all taxes lawfully levied or assessed on the sale, severance, production, extraction, or removal of any of the minerals covered by this lease.

FITNESSES:

Grace E. Sartin
Window Rock, Arizona

Roberta Wilson
Window Rock, Arizona

[illegible]

PERCENTAGE ROYALTY SCHEDULE
For Uranium and other Minerals associated therewith.

MINE VALUE PER DRY TON	ROYALTY PERCENTAGE OF MINE VALUE PER DRY TON
\$ 0.01 to \$ 10.00	%
\$ 10.01 to \$ 20.00	%
\$ 20.01 to \$ 30.00	%
\$ 30.01 to \$ 40.00	%
\$ 40.01 to \$ 50.00	%
\$ 50.01 to \$ 60.00	%
\$ 60.01 to \$ 70.00	%
\$ 70.01 to \$ 80.00	%
\$ 80.01 to \$ 90.00	%
\$ 90.01 to \$100.00	%
\$100.01 or more	%

"MINE VALUE PER DRY TON," wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or schedule dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other Government authorized agency mill or other buyer, less any allowances or reimbursements for the following specific items; (1) transportation of ores; (2) allowances for exploration for, or development of ores; and (3) treatment of beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the twenty-fifth (25) day of the month next following receipt by lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

Wherever used in this document the word "ores" shall mean only the ore of uranium and other minerals associated therewith; and the words "ores mined and sold" or similar words shall be construed and understood to mean ores mined and removed from the demised premises for the purpose of milling, treatment, stockpiling or other disposition, and not that ores must be sold as such.

In addition to the above royalty payments there shall be paid to the General Superintendent for the use and benefit of the lessor 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore from the above lease and particularly bonuses for the initial production of uranium ore from said lease. This provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for production of ore.

ROYALTIES for all metallic minerals other than uranium and minerals associated therewith:

The lessee shall pay to the General Superintendent for the use and benefit of the Indian landowners a royalty of (10%) percent of the gross value of the ore as shown by the smelter returns. All royalties accruing for any month shall be due and payable before the 25th day of the month succeeding, together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

Two Witnesses to Execution by Lessor:

Joe Richards

P.O. Church Rock, N. Mex

Tom Ration

P.O. Smith Lake N. Mex

her mark

(Seal)

Box 510, Gallup, N. Mex

Right Thumb Print

Two Witnesses to Execution by Lessor:

Joe Richards

P.O. Church Rock, N. Mex

Tom Ration

P.O. Smith Lake N. Mex

her mark

(Seal)

Box 510, Gallup, N. Mex

Right Thumb Print

Two Witnesses to Execution by Lessor:

Joe Richards

P.O. Church Rock, N. Mex

Tom Ration

P.O. Smith Lake N. Mex

error

(Seal)

Right Thumb Print

2.5.7.4.

Two Witnesses to Execution by Lessor:

Joe Richards

P.O. Church Rock N. Mex

Tom Ration

P.O. Smith Lake N. Mex

[Redacted] (Seal)

[Redacted]

[Redacted] Right Thumb Print

Two Witnesses to Execution by Lessor:

P.O. _____

P.O. _____

Wied - Probate /
pushing (Seal)

[Redacted]

Right Thumb Print

Two Witnesses to Execution by Lessor:

Tom Ration

P.O. Smith Lake N. Mex

Joe Richards

P.O. Church Rock N. Mex



her mark
[Redacted] (Seal)

Box 510, Gallup, N. Mex

Right Thumb Print

L.S.Z.8.

Two Witnesses to Execution by Lessor:

Joe Richards _____ (Seal)

P.O. Church Rock N. Mex

Tom Ration

Crownpoint, N. Mex

P.O. Smith Lake N. Mex

Right Thumb Print
A/K/A Hazel Degroot

Two Witnesses to Execution by Lessor:

_____ | Died - Probated (Seal)

P.O. _____

Right Thumb Print

P.O. _____

Two Witnesses to Execution by Lessor:

Joe Richards _____ (Seal)

P.O. Church Rock N. Mex

Tom Ration

P.O. Smith Lake N. Mex

Right Thumb Print

Two Witnesses to Execution by Lessor:

W.J. Richards

P.O. Church Rock N.M.

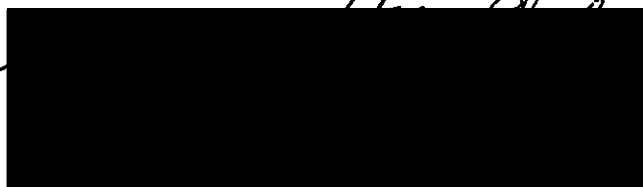
Joe Richards

P.O. Church Rock N.M.

his mark



(Seal)



Right Thumb Print

Two Witnesses to Execution by Lessor:

Joe Richards

P.O. Church Rock N.M.

W.J. Richards

P.O. Church Rock N.M.

his mark



(Seal)



Right Thumb Print

Two Witnesses to Execution by Lessor:

P.O. _____

P.O. _____

(Seal)

Right Thumb Print

2.5.7.8.

Two Witnesses to Execution by Lessor:

Mrs Don R. Duvane

P.O.

Prewitt Hwy

J E Richards

P.O.

Smith Hwy N. Hwy

his mark



(Seal)

Right Thumb Print

Two Witnesses to Execution by Lessor:

P.O.

(Seal)

Right Thumb Print

P.O.

(Seal)

Two Witnesses to Execution by Lessor:

P.O.

Right Thumb Print

P.O.

Two Witnesses to Execution by Lessor:

Martin Lopez

P.O. Gallup N.M.

Harry H. Meninger

P.O. Gallup N. Mex.

her mark



(Seal)

Two Witnesses to Execution by Lessor:

J.R. Richards

P.O. Church Rock, N.M.

W.J. Richards

P.O. CHURCH ROCK, N. MEX.

her mark



(Seal)

Two Witnesses to Execution by Lessor:

Martin Lopez

P.O. Gallup N.M.

Harry H. Meninger

P.O. Gallup N. Mex.



(Seal)

6# 8016

L.E.T.F.

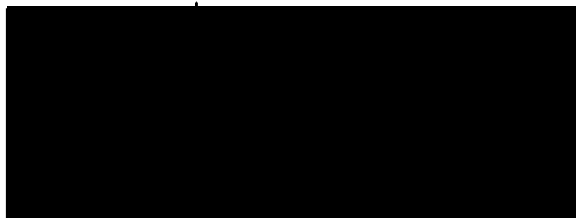
Two Witnesses to Execution by Lessor:

J. B. Richards

P.O. Church Rock, N. Mex.

W. J. Richards

P.O. CHURCH ROCK, N. MEX.



(Seal)

Right Thumb Print

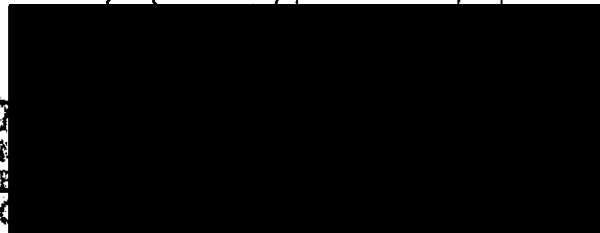
Two Witnesses to Execution by Lessor:

J. B. Richards

P.O. Church Rock, N. Mex.

W. J. Richards

P.O. CHURCH ROCK, N. MEX.



(Seal)

Right Thumb Print

Two Witnesses to Execution by Lessor:

P.O. _____

P.O. _____



(Seal)

T. E. T. J.

Two Witnesses to Execution by Lessor:

J. B. Richards

her mark



(Seal)

P.O.

Church Rock, N. Mex.

W. J. Richards

Right Thumb Print

P.O.

CHURCH ROCK, N. MEX.

Two Witnesses to Execution by Lessor:

J. B. Richards

her mark



(Seal)

P.O.

Church Rock, N. Mex.

W. J. Richards

Right Thumb Print

P.O.

CHURCH ROCK, N. MEX.

L. E. T. S.

TO WHOM IT MAY CONCERN:

This is to certify that after a diligent search, I am unable to locate [REDACTED] whose address was given as Marianna Lake Trading Post. I am informed by his family that he is some where in Utah, presumably in the Salt Lake City area but that his address is unknown. He has been there for approximately six months and they have no idea when he intends to return. He did not even return for the Indian Ceremonial


Joseph W. Richards

7.5.7. J.

STATE OF NEW MEXICO) ss
COUNTY OF SANTA FE)

Geraldine Stinson
Notary Public

April 26, 1957

7.5.71.

CERTIFICATE

I hereby certify that I am Secretary of Black Jack Corporation, organized and existing under the laws of the State of Delaware; that the following is a true copy of a Resolution adopted by the Board of Directors of Black Jack Corporation, at a meeting held August 30, 1957, properly called, and at which a quorum of the Directors were present and voted, and that this Resolution has not been cancelled or changed and is in full force and effect.

"RESOLVED THAT: Lyle E. Teutsch, Jr., Vice President, be authorized to sign and execute on behalf of Black Jack Corporation, any and all leases upon Indian lands, or otherwise, as might be required to validate said leases, for and on behalf of Black Jack Corporation, at such times and places as from time to time may be necessary."

(SEAL)

Mary Ann Skinner
Mary Ann Skinner, Secretary
Black Jack Corporation
Dated October 28, 1957.

7.5.21.

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRSCONTRACT No. 14-20-
603-3698

AUG - 6 1962

U. S. Geological Survey
Carlsbad, N. M.

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved uraniummining lease, dated September 25, 1957, entered into by and between
G Doh (Allot. No. 1179) or the heirs as the case may be, whose the
original Allotment is known to be dead, lessor,and Black Jack Corporation, lessee,covering the following-described lands in the Navajo Reservation
(Insert name of Reservation, Pueblo, Nation, etc., as needed)in the State of New MexicoTract No. 208, NE 1/4, Section 18, Township 15 North, Range 19 West, N. M. P. M.and containing 160 acres, more or lessNOW, THEREFORE, for and in consideration of _____ and no/100ths***** dollars (\$ _____), the receipt of which is hereby acknowl-
United Nuclear Corporation, formerly Sabre-Min Corporation, successor in interest
edged, the said _____an undivided interest in
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys _____an additional undivided 10% of its right, title, and interest in and to said lease,subject to the approval of the Secretary of the Interior, to Homestake Mining Companya California corporation, of San Francisco, California

Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal, this 78day of May, 1962

ATTEST:

Clifford E. Whiteland
Assistant Secretary

UNITED NUCLEAR CORPORATION

BY: William A. Bruckner
Vice President

ACKNOWLEDGMENT OF CORPORATION

STATE OF New Mexico
COUNTY OF Santa Fe ss:

Before me, a notary public, in and for said county and State on this 18 day of May, 19 62 personally appeared William A. Buchecker to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires 10-7-65, 1965

Elizabeth Cooper
Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____
COUNTY OF _____ ss:

Before me, a notary public, in and for said county and State, on this _____ day of _____, 19____ personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set its hand and seal this 18 day of May, 19 62

HOMESTAKE MINING COMPANY
BY: James W. [Signature]
Vice President

ATTEST:

Shirley [Signature]
Assistant Secretary

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

GALLUP, NEW MEXICO

UNITED STATES
DEPARTMENT OF THE INTERIOR,
Washington, D. C.

JUL 27 1962

APPROVED:

SGD. EDWARD E. ERLEY

Commissioner of Indian Affairs

ACTING ASSISTANT

Area Director

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No. 14-10-
603-3498

RECEIVED

AUG - 4 1962

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved uranium
mining lease, dated September 5, 1957, entered into by and between
G Bah (Allot. No. 1179) or the heirs as the case may be, here the
original Allottee is known to be dead, lessor,
and Black Jack Corporation, lessee,

covering the following-described lands in the Navajo Reservation
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico

Tract No. 006, NE/4, Section 18, Township 15 North, Range 13 West, N.M.P.M.
and containing 160 acres, more or less

Now, THEREFORE, for and in consideration of th

 dollars (\$), the receipt of which is hereby acknowl-
United Nuclear Corporation, formerly Sabre-Pinon Corporation, and Homestake
edged, the said Mining Company, successors in interest of all prior lessors thereunder,

the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys an undivided
65% and an undivided 35%, respectively, being/all of their
 right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior, to Homestake-Sagin Partners
a New Mexico limited partnership, of Grants, New Mexico

Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set their hand and seal, this 18
day of May, 1962

HOMESTAKE MINING COMPANY

BY *[Signature]*

ATTEST

[Signature] (OVER)
Secretary

UNITED NUCLEAR CORPORATION

BY: *[Signature]*
Vice President

ATTEST: *[Signature]*
Assistant Secretary

ACKNOWLEDGMENT OF CORPORATION

STATE OF New Mexico
COUNTY OF Santa Fe ss:

Before me, a notary public, in and for said county and State on this 18 day of May, 1962, personally appeared William A. Buchecker Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires 10-7-1965

Elizabeth K. Cooper
Notary Public

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this 18 day of May, 1962, by Langan W. Swent, Vice President of Homestake Mining Company, a California corporation, on behalf of said corporation.

My commission expires: 11-21-62

Helphand M. Coatsburg
Notary Public

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set its hand and seal this 18 day of May, 1962

by HOMESTAKE - SAPIN PARTNERS
HOMESTAKE MINING COMPANY
BY: Langan W. Swent
Vice President
ATTEST: Helphand M. Coatsburg
Secretary

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

GALLUP, NEW MEXICO
UNITED STATES
DEPARTMENT OF THE INTERIOR,
Washington, D. C. JUL 27 1962

APPROVED:

ACTING ASSISTANT
Commissioner of Indian Affairs.
Area Director



2-3 Memorandum re Uranium Lease Assignment 14-20-603-3699,
dated May 21, 1958, Doc. No. 17867, pdf p. 57.



URANIUM LEASE

14-20-603-3699

Competitive

ALLOTTED ☒ LANDS
NEW MEXICO

Black Jack Corp.
Bokum Bldg.
Santa Fe, N. M.

OR

Eff. 5/21/58

Term: 10 Years

160.80 Acres

CPRC. 10-17-70

Assgd to: Lance Corp.: 1/16/59

Homestake: 25% Inst.: 3/2/60

T. 15 N., R. 13 W., N.M.P.M., N. Mex.

Sec. 18, NW $\frac{1}{4}$.

Lance Corp. merged into Sabre-Pinon Corp.
Sabre-Pinon merged into United Nuclear
Corp.

Assgd: Additional 10% interest, United
Nuclear to Homestake M. Co.; 35% interest
from Homestake M. Co. and 65% interest
from United Nuclear to Homestake-Sabin
Partners. Approved 7/27/62



2-4 Memorandum re Uranium Lease Assignment 14-20-603-3701,
dated May 21, 1958, Doc. No. 17867, pdf p. 55.



Mac #2
URANIUM LEASE

COMPETITIVE

14-20-603-3701

Black Jack Corp.
Bokum Bldg.
Santa Fe, New Mexico

ALLOTTED LANDS
NEW MEXICO

OR

Eff. 5/21/58

Term: 10 Years

160.00 Acres

Commencing agreement with #3694

Comp. 5-21-70

Assgd to: Lance Corp.: 1/16/59

Homestake: 25% Inst.: 3/2/60

T. 15 N., R. 13 W., N.M.P.M., N. Mex.,

Sec. 18, SE¹.

Lance Corp. merged into Sabre-Pinon Corp.
Sabre-Pinon merged into United Nuclear
Corp.

Assgd: Additional 10% interest, United
Nuclear to Homestake H. Co.; 35% interest
from Homestake H. Co. and 65% interest
from United Nuclear to Homestake-Sapin
Partners. Approved 7/27/62

() Mac #2 shaft located in this tract



2-5 Memorandum re Uranium Lease Assignment 14-20-603-3698,

dated October 16, 1958, Doc. 17867, pdf p. 56.



URANIUM LEASE

Competition
11-20-603-3698

ALLOTTED ☒ LANDS
NEW MEXICO

Black Jack Corp.
Bokum Building
Santa Fe, New Mexico

Eff. 10/16/58

Term: 10 Years

160.00 Acres

Canc. 10-17-70

Assgd to: Lance Corp.: 1/16/59

Homestake: 25% Inst.: 3/2/60

T. 15 N., R. 13 W., N.M.P.M., N. Mex.

Sec. 18, NE $\frac{1}{4}$.

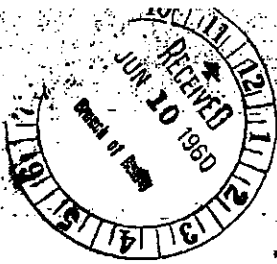
Lance Corp. merged into Sabre-Pinon Corp.
Sabre-Pinon merged into United Nuclear
Corp.

Assgd: Additional 10% interest, United
Nuclear to Homestake M. Co.; 35% interest
from Homestake M. Co. and 65% interest
from United Nuclear to Homestake-Sapin
Partners. Approved 7/27/62



**2-6 Lease Agreement between Lance Corporation and Homestake Mining Company,
dated March 15, 1960, Doc. No. 17867, pdf pp. 7-21.**





AGREEMENT

This agreement made and entered this 15th day of March, 1960, by and between Lessees, LANCE CORPORATION, a Delaware Corporation, and HOMESTAKE MINING COMPANY, a California Corporation, and Lessors,



witnesseth that:

WHEREAS, Lessees are the assignees of Bureau of Indian Affairs Contract No. 14-20-603-3698, wherein said Lessees have been granted and leased, for the purpose of prospecting for and mining uranium and minerals associated thereto, Tract No. 208 located in the Northeast quarter of Section 18, Township 15 North, Range 13 West, N.M.P.M., on Navajo allotted lands in McKinley County, State of New Mexico, and

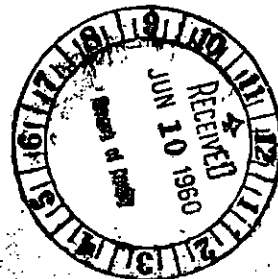
WHEREAS, Lessors have granted unto Lessees the foregoing rights subject to the payment of said sums set forth in the aforementioned contract which sums include a monthly royalty interest, and

WHEREAS, Lessees have actually commenced the operation of mining for uranium ores at its Black Jack No. 2 mine within Section 18, Township 15 North, Range 13 West, N.M.P.M., McKinley County, New Mexico, and

RECEIVED

AUG 15 1960

U. S. Geological Survey
Carlsbad, N. M.



WHEREAS, a need has arisen for the commingling of the ores mined from said location inasmuch as ores are being taken from underground locations which include lands not only of Lessors but also the lands of those Lessors set forth in Bureau of Indian Affairs Contracts 14-20-603-3699 and 14-20-603-3701, and

WHEREAS, in the practical operation of the Black Jack No. 2 mine it would be impractical to maintain the identity of and to individually stockpile the ores mined from each allotment assigned to respective Lessors by the Lessees, and

WHEREAS, the parties hereto feel that the commingling of ores from various allotments will result in the production of more tons of ore and more pounds of U_3O_8 than if the ores from each allotment are handled and sold separately, and

WHEREAS, the parties hereto feel that this mining method will increase production and that commingling will permit the blending of low grade rock from exploration and development headings from one allotment with higher grade material being produced at the same time from other allotments, and in addition this blending will make it possible to sell ore that might otherwise be considered as waste and to carry on more extensive underground exploration for ores, and

WHEREAS, Lessors will be entitled to a percentage royalty to be determined monthly by the per ton value of the commingled ore sold to the uranium concentrators during each calendar month. The amount in tons of ore produced

from each allotment during each month will be determined by an engineering method to be set forth in more detail in the body of this instrument;

NOW, THEREFORE, in consideration of the premises, and of the covenants and agreements hereinafter set forth, IT IS AGREED as follows:

1. Lessees will determine the total tonnage of ore mined from each allotment and particularly from that allotment to which Lessors herein are entitled by the following engineering method:

Boundaries of each allotment will be determined by surface surveys of the existing General Land Office monuments at the corners of the allotments. These surface surveys will be carried underground by approved methods, and the allotment boundaries will be determined underground by transit and tape methods.

Records will be kept of the tons of ore produced from each allotment as ores are extracted from within the boundaries of said allotments underground by engineer's measurements of the volume of ore removed, 15 cubic feet of ore in place equals one ton. All rock containing more than 0.05% U_3O_8 , one pound per ton, will be stockpiled as ore. The amount of ore and waste removed from each allotment, including that of Lessors, will be estimated and reported on daily mining report forms maintained by Lessees.

2. Ores extracted from the allotment of Lessors will be sold and/or stockpiled and measured pursuant to a running inventory and as Lessees cross the boundary lines into other allotments and mine and extract ores therefrom, accurate measurements will be made of the amount of ores extracted and the actual storage of said ores will be commingled in stockpiles then in existence upon the ground.

3. At the time an allotment boundary is crossed the amount of unsold ore stockpiled on the property will be measured. Royalties due Lessors from sales made after the boundary crossing will be determined by the inventory method of first-in first-out. Examples of this method of inventory procedure are attached hereto as Appendixes A and B.

After the inventories present at the time of the boundary crossing have been sold, the royalty percentage due the Lessors and the Lessors of other allotments will be determined by the production from each allotment as determined by the procedures described in paragraph 1.

4. In order to control the grade of ore shipped to the concentrator, four stockpiles will be maintained as follows:

Low Grade	0.05%	0.10%	U ₃ O ₈
Mixing Grade	0.11%	0.19%	U ₃ O ₈
Shipping Grade	0.20%	0.50%	U ₃ O ₈
High Grade	0.51% and above		

Ore from the above stockpiles will be blended to realize maximum production from the Black Jack No. 2 ore body.

5. It is agreed that average assay value of the ores sold to the concentrators will be accepted as the value of the ore extracted from the allotment of Lessors, said assay value to be determined on a monthly basis upon the receipt of the settlement from the concentrator, and payment to Lessors of their royalty interest will be in accordance with the value so determined.

6. This agreement is subject to the provisions contained in the Bureau of Indian Affairs Contract No. 14-20-603-3698, and is to be approved on behalf of Lessors for their protection by the Bureau of Indian Affairs of the Department of Interior of the United States Government.

Lessees

LANCE CORPORATION

By


President

Attest:


Secretary

HOMESTAKE MINING COMPANY

By


President

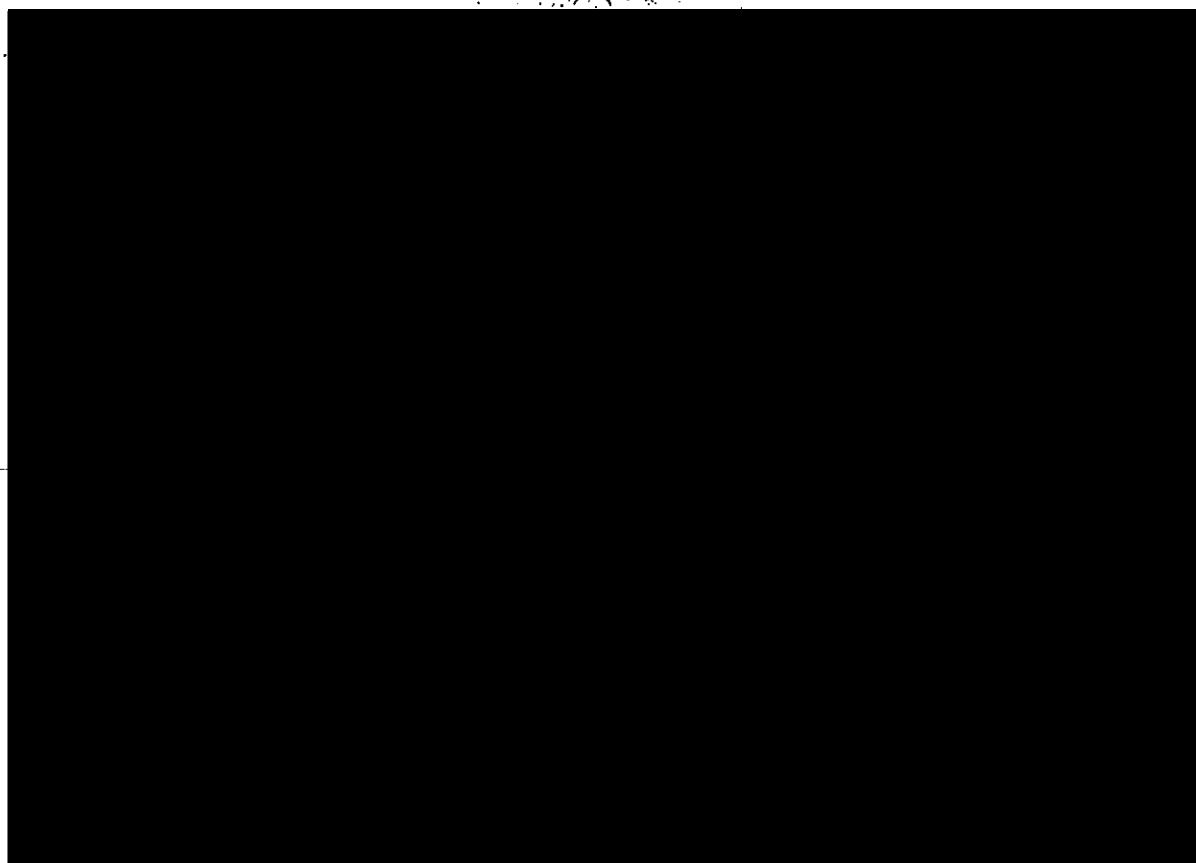
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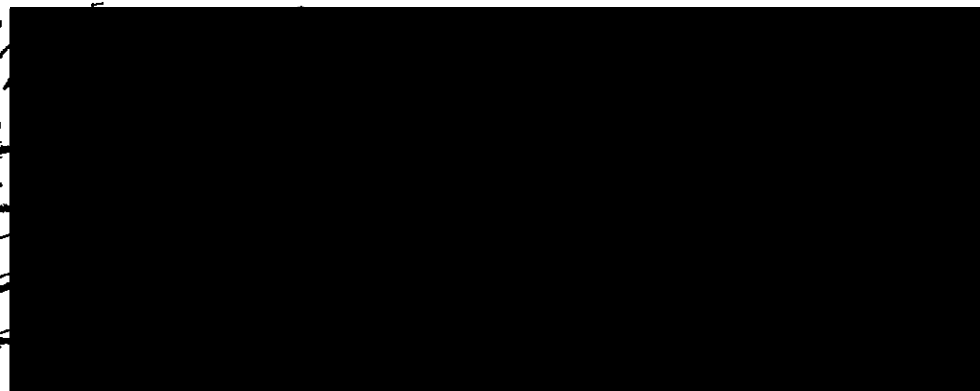

Secretary

Lessors



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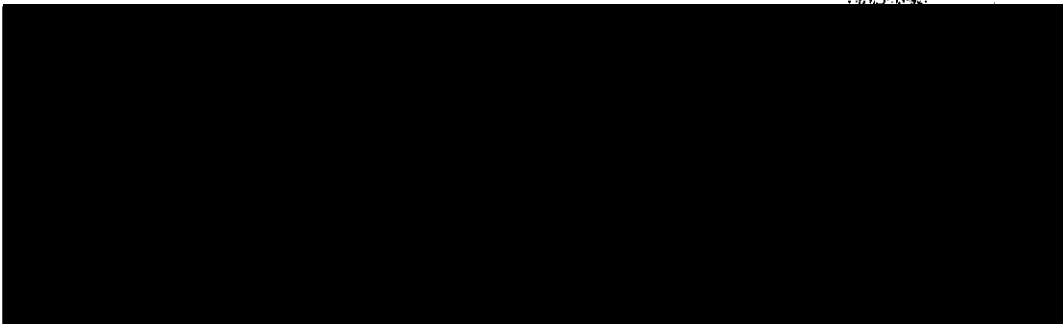


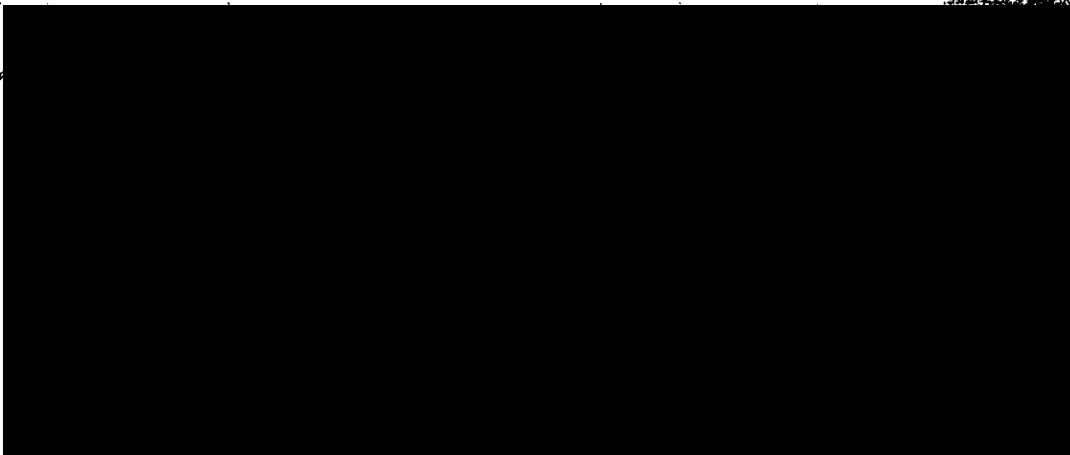


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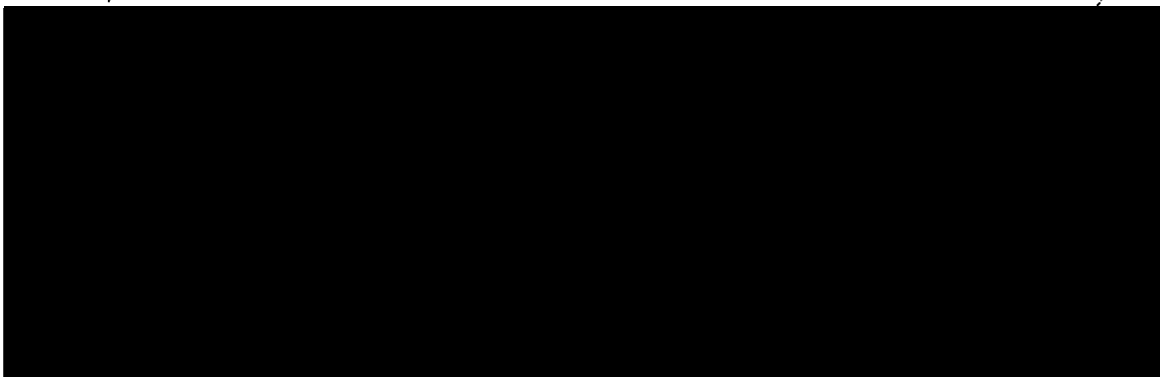
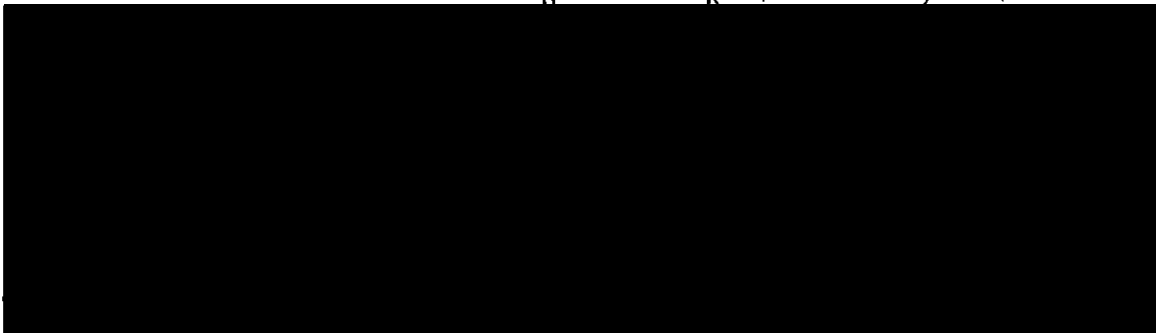
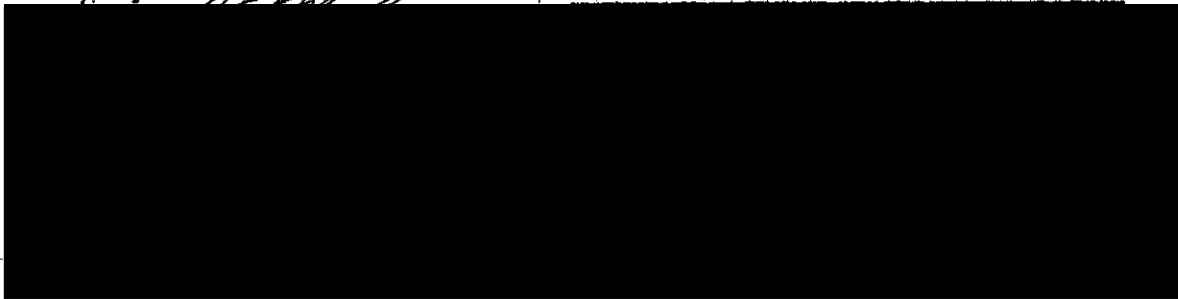


CONFIDENTIAL
NO INFORMATION

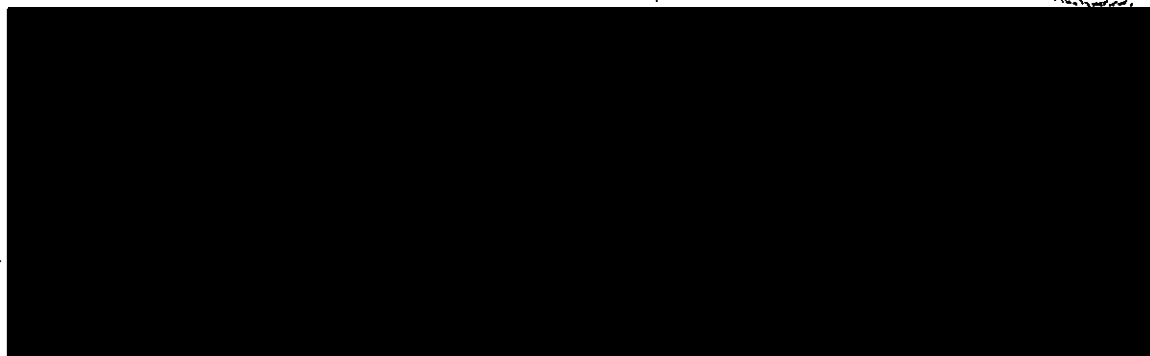
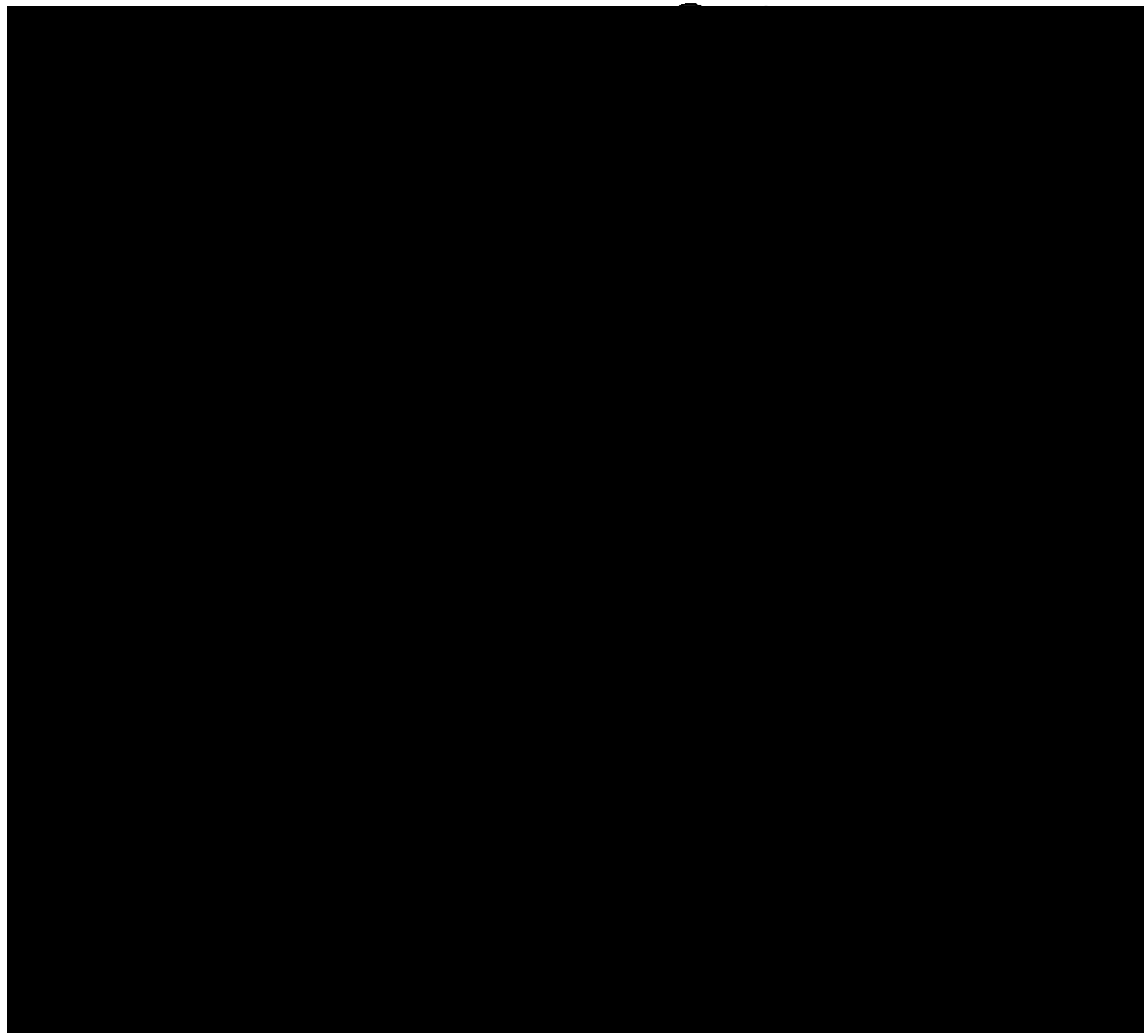




OFFICE



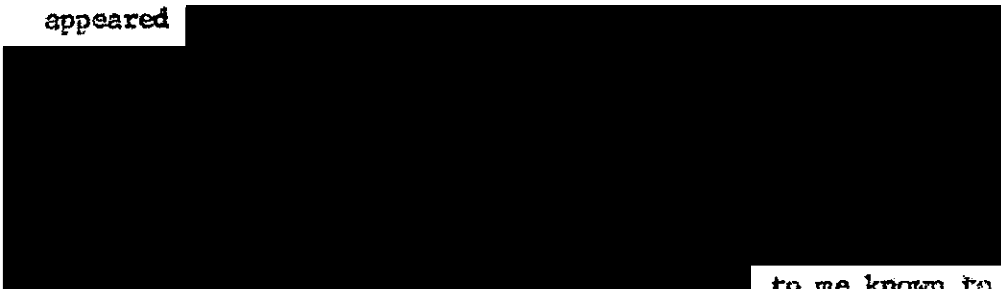
SECRET



OFFICIAL

STATE OF NEW MEXICO }
COUNTY OF MCKINLEY } ss.

On this 6th day of April, 1960, before me personally
appeared



James, Marion M. Thompson, and John W. James, to me known to
be the persons described in and who executed the foregoing
instrument, and acknowledged that they executed the same as
their free act and deed.

WITNESS my hand and seal the day and year first
above written.

Wm E. Davis
NOTARY PUBLIC

My Commission Expires:

10/31/63

STATE OF NEW MEXICO }
COUNTY OF MCKINLEY }

ss.

On this 14th day of April, 1960, before me personally appeared [REDACTED] to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal the day and year first above written.

Wm. E. Blish
NOTARY PUBLIC

My Commission Expires:

10/31/63

STATE OF NEW MEXICO }
COUNTY OF MCKINLEY }

ss.

On this 3rd day of June, 1960, before me personally appeared [REDACTED] to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal the day and year first above written.

Wm. E. Blish
NOTARY PUBLIC

My Commission Expires:

10/31/63

STATE OF NEW MEXICO }
COUNTY OF MCKINLEY }

ss.

On this 2nd day of May, 1960, before me personally
appeared [REDACTED] to me known to be
the person described in and who executed the foregoing instrument,
and acknowledged that he executed the same as his free act and
deed.

WITNESS my hand and seal the day and year first above
written.

Wm. E. Biava /

NOTARY PUBLIC

My commission expires:

10/31/63

STATE OF NEW MEXICO }
COUNTY OF MCKINLEY }

ss.

On this 11th day of May, 1960, before me personally
appeared [REDACTED] to me
known to be the persons described in and who executed the
foregoing instrument, and acknowledged that they executed the
same as their free act and deed.

WITNESS my hand and seal the day and year first above
written.

Wm. E. Biava /

NOTARY PUBLIC

My commission expires:

10/31/63

STATE OF NEW MEXICO
COUNTY OF SANTA FE

ss.

On this 6th day of April, 1960, before me personally appeared Richard D. Bokum to me personally known who, being by me duly sworn did say that he is President of LANCE CORPORATION, a corporation organized under the laws of the State of Delaware and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R.D. Bokum acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

Wm. E. Bivins
Notary Public

My Commission Expires:

10/31/63

STATE OF CALIFORNIA)

CITY & COUNTY OF SAN FRANCISCO)

ss.

On this 25th day of March, 1960, before me personally appeared, Donald H. McLaughlin, to me personally known, who, being by me duly sworn did say that he is the President of HOMESTAKE MINING COMPANY, a corporation organized under the laws of the State of California and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Donald H. McLaughlin acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

Jane A. Black
Notary Public

My Commission Expires:

My Commission Expires Sept. 29, 1963

2-7 Mine Inspection Report for Black Jack Nos. 1 and 2 Mines, dated February 21, 1961,

Doc. No. 17870, pdf pp. 34-36.



P. O. Box 829
Carlsbad, New Mexico
February 21, 1961

MINE INSPECTION REPORT	ALLOTTED LAND LEASES
INDIAN ALLOTTED LANDS	14-20-603-3678
BLACK JACK NO. 1 & 2 LANCE CORPORATION	-3679
MCKINLEY COUNTY, NEW MEXICO	-3680
	-3698
by	-3699
James W. Hager	-3701
Mining Engineer	

U. S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
BRANCH OF MINING OPERATIONS
CONSERVATION DIVISION

On February 7 and 8, 1961, the Black Jack No. 1 and No. 2 Mines were inspected. The Black Jack No. 1 mine is located in Section 12, T. 15 N., R. 13 W., N.M.P.M., and at present extends into leases 14-20-603-3678, -3679, and -3681, with plans to eventually extract a small extension of the ore body in 14-20-603-3680. The Black Jack No. 2 Mine is located in Section 18, T. 15 N. R. 13 W., N.M.P.M. on lease No. 14-20-603-3698, and extends into lease No. 14-20-603-3701. The leases were previously examined December 6, 1960.

Black Jack No. 1

Company representatives present during inspection were Mr. Wm. Buchecker, General Manager, Mr. Harold Nelson, General Superintendent, Mr. Robert Lovgren, Mine Superintendent. The mine is opened by three vertical shafts; No. 1, a three 5x6 foot compartment hoisting shaft, No. 2, a 36 inch diameter calyx ventilation shaft and No. 3, a 48 inch diameter calyx ventilation shaft. The 48 inch calyx shaft is lined with a 36 inch diameter steel casing and equipped with a 30 horse power single drum hoist and 2 man capacity cage for emergency use. The fan normally mounted over the shaft may be removed quickly to allow the cage to enter the shaft should an emergency arise.

Mining was on the advance. Three ore horizons were being mined. Inclines connected the horizons and ore passes were used to lower the ore to the haulage level, the lowest ore horizon. The drifts were 12 feet wide and crosscuts 18 feet wide both on 60 foot centers.

Roof control was effected by using 6 foot 3/4-inch roof bolts, D-3 expansion shell, and 9-foot landing mats placed across the drifts on 30-inch centers. All backs that are 10 feet high or higher are laced over with heavy wire mesh fencing. The roof bolts and mats are kept

Mining was on the advance. A room and pillar method of mining was employed with drifts 12 feet wide and crosscuts 10 feet wide driven on 60 foot centers.

On date of examination only two pieces were active. One crew was drilling on Main-6-3 and one crew was chucking the torque on the roof bolts in the main haulage way.

The four pieces of diesel powered equipment were tested for CO using M.S.A. equipment and none could be detected. All engines had been replaced with new Deutz diesel engines and the master mechanic reported that since the change over the smoke and CO problem had been reduced considerably. Each piece of equipment was equipped with 1½ quart CO₂ fire extinguishers.

The mine was extremely wet and most roadways were planked because of the muddy conditions. The back was supported by 8 foot 3/4 inch, D-5 expansion shell roof bolts, and 9 foot landing mats placed across the drift on 30 inch centers.

The mine was operated two shifts a day. Production was about 3,000 tons per month. A total of 16 men were employed at the mine.

No safety violations other than those noted above and no violations of the lease terms were noted during the inspection.

J. W. Hager
Mining Engineer

Orig. to: Supt., Navajo Agency
cc: Comm., Office of Indian Affairs
: Chief, Branch of Mining Operations
: Bureau of Mines, Denver
: Files

up to the face of all working places and no one, including the supervisors, geologists or samplers are allowed to work or even walk ahead of the bolts.

The lowest level has been completely developed but pillar extraction will not start until the upper horizons have been completely mined out. Exploration drill holes indicate that several small ore bodies exist to the south in lease 14-20-603-3681 and the management indicated that this area would be developed at an early date.

The mine air is exhausted through the two ventilator shafts and through a 30 inch ventilation line hung in the service compartment of the hoisting shaft. The ventilation is controlled by brattice stoppings and dampers which are placed near the end of each of the 20 inch vent lines which service each working place. A check of the ventilation on date of examination showed that with the exception of the 9-M-South area ventilation was adequate. In the 9-M-South area where one Wagner loader and two Wagner trucks were operating on air reading taken at the end of the 20 inch exhaust line 50 feet out by the face showed only 3.270 CFM. The working crew was immediately ordered by the superintendent to extend the vent line and close the dampers in the inactive workings to increase the ventilation at 9-M-South.

All eight diesel powered units operating underground on date of examination appeared in good working condition. No CO concentration could be detected with the M.S.A. C.O. detector used by the master mechanic. All exhaust conditioners were in good condition.

Six radon daughter concentration samples were taken by the mine superintendent during the inspection. The sample taken at 9-M-South gave a reading of 6.5 times the suggested working level. All other samples were within the acceptable range. Work had been started to increase the ventilation in 9-M-South.

An average of 90 men were employed at the mine site on a three shift basis: two shifts on production and one shift on maintenance. The mine produced about 15,000 tons of ore per month. Ore reserves are estimated at about 100,000 tons of 0.12% U_3O_8 ore.

Black Jack No. 1

The Black Jack No. 1 Mine is opened by two vertical shafts: No. 1 shaft has two 5x6 foot compartments and is used for hoisting. No. 2 shaft is a 30 inch diameter cased hole used for ventilation.



**2-8 Lease Assignment to Homestake Mining Company,
dated November 9, 1961, Doc. No. 14035.**

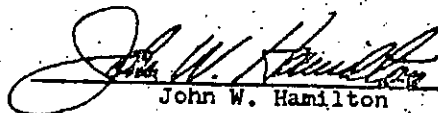


24
J

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS
(To be sworn to by secretary or president of a
corporation and sealed with its seal)

I solemnly swear that J. K. GUSTAFSON and
JOHN W. HAMILTON were on the 9th day
of November, 1961, the duly elected, qualified, and
acting president, and secretary, respectively, of HOMESTAKE MINING
COMPANY, a corporation organized under the laws of California,
on which day they executed Uranium mining * Lease assignment
for and in behalf of said corporation, covering certain ** Allotted
lands on the Navajo Reservation, in the State of New Mexico,
that they were fully empowered to execute said instrument and all
papers in connection therewith, and that their action in executing
the same binds the said corporation to full performance of all ob-
ligations thereunder.


John W. Hamilton

Secretary
(Title)

/CORPORATE SEAL/

This 9th day of November, 1961

Subscribed and sworn to before me this 9th day of November,
1961.

(Signed)



/SEAL/

My commission expires:

Notary Public
(Title)

My Commission Expires Feb. 15, 1966

- * Indicate whether lease, bond, or assignment.
** Indicate whether tribal or allotted.

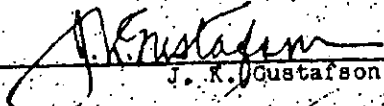
EVIDENCE OF AUTHORITY

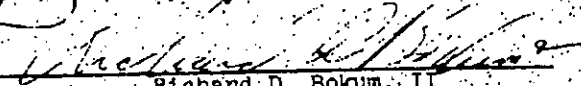
The undersigned, J. K. GUSTAFSON and RICHARD D. BOKUM, II, hereby certify that the New Mexico limited partnership known as Homestake-Sapin Partners has as its sole partners HOMESTAKE MINING COMPANY, a California corporation, which is General Partner, and SABRE-PINON CORPORATION, a Delaware corporation, which is the limited partner therein.

The undersigned further certify that Homestake Mining Company as General Partner of such limited partnership is fully authorized and empowered to execute acceptance by Assignee on assignments by Homestake Mining Company and Sabre-Pinon Corporation to Homestake-Sapin Partners on all of the Bureau of Indian Affairs lease contracts listed on Exhibit A attached hereto and incorporated herein by reference.

The undersigned, J. K. GUSTAFSON, further certifies that he is President of Homestake Mining Company and that Guy N. Bjorge is Vice-President of such company, and are fully authorized and empowered in behalf of Homestake Mining Company to execute such acceptances by that corporation in its capacity as General Partner of said limited partnership.

To certify which WITNESS OUR HANDS this 9th day of November, 1961.


J. K. Gustafson


Richard D. Bokum, II

<u>LEASE NO. or CONTRACT NO.</u>	<u>TRACT NO.</u>	<u>ALLOT. NO.</u>	<u>DATE APPROVED</u>	<u>LEGAL DESCRIPTION</u>	<u>NO. ACRES</u>
<u>14-20-603-</u>				<u>T-15-N, R-12-W:</u>	
3613	105	1047	5-21-58	Sec. 6 SE/4	160
3614	107	1042	5-21-58	Sec. 6 S/4	159.19
3615	108	1811	5-21-58	Sec. 7 NE/4	160
3616	109	1812	5-21-58	Sec. 7, Lots 1 and 2; E/2-NW/4	159.16
3617	110	1813	5-21-58	Sec. 7, Lots 3 and 4; E/2-SW/4	159.50
3618	111	1814	5-21-58	Sec. 7 - SE/4	160
3619	114	1083	5-11-58	Sec. 14 SE/4	160
3620	115	1086	5-11-58	Sec. 14 SW/4	160
3621	116	1106	5-21-58	Sec. 14 NW/4	160
3622	117	1107	5-21-58	Sec. 14 NE/4	160
3623	118	1049	5-8-58	Sec. 18 SE/4	160
3624	119	1052	5-21-58	Sec. 18 NE/4	160
3625	120	1051	5-21-58	Sec. 18 NW/4	159.92
3626	121	1050	5-21-58	Sec. 18 SW/4	159.96
3627	122	1054	5-21-58	Sec. 20 SE/4	160
3628	123	1055	5-21-58	Sec. 20 SE/4	160
3629	124	1057	5-21-58	Sec. 20 S/2 NW/4	80
3630	125	1821	5-11-58	Sec. 21 SE/4	160
3631	126	1825	5-11-58	Sec. 21 NW/4	160
3632	127	1830	5-8-58	Sec. 21 S/4	160
3633	128	1826	5-21-58	Sec. 21 NE/4	160
3634	129	1087	5-21-58	Sec. 22 NE/4	160
3635	130	1023	5-11-58	Sec. 22 SE/4	160
3636	131	1089	5-11-58	Sec. 22 SW/4	160
3637	132	1102	5-21-58	Sec. 24 SE/4	160
3638	133	1103	5-21-58	Sec. 24 S/4	160
3639	134	1104	5-21-58	Sec. 24 NW/4	160
3640	135	1105	5-21-58	Sec. 24 NE/4	160
3641	136	1844	5-21-58	Sec. 25 NW/4	160
3642	137	1845	5-21-58	Sec. 25 SW/4	160
3643	138	1846	5-21-58	Sec. 25 SE/4	160

Exhibit A, p.1.

UNC0167307

<u>LEASE OR CONTRACT NO.</u>	<u>TRACT NO.</u>	<u>ALLOT. NO.</u>	<u>DATE APPROVED</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>
<u>14-20-603-</u>				<u>T-15-N, R-12-W:</u>	
3644	139	1847	5-21-58	Sec. 25 NE/4	160
3645	140	1099	5-21-58	Sec. 26 NW/4	160
3646	141	1100	5-21-58	Sec. 26 NE/4	160
3647	142	1840	5-21-58	Sec. 27 SW/4	160
3648	143	1847	8-21-58	Sec. 27 NW/4	160
3649	144	1842	8-5-58	Sec. 27 NE/4	160
3650	145	1843	5-21-58	Sec. 27 SE/4	160
3651	146	1090	5-21-58	Sec. 28 NE/4	160
3652	147	1091	5-21-58	Sec. 28 NW/4	160
3653	148	1092	8-11-58	Sec. 28 SW/4	160
3654	149	1093	8-11-58	Sec. 28 SE/4	160
3655	150	1825	5-21-58	Sec. 29 NE/4	160
3656	151	1826	5-21-58	Sec. 29 NW/4	160
				<u>T-15-N; R-13-W</u>	
3658	158	1200	5-21-58	Sec. 4 SE/4	160
3659	159	1201	5-21-58	Sec. 4 NE/4	160.07
3660	170	1202	5-21-58	Sec. 4 SW/4	160
3661	171	1203	5-21-58	Sec. 4 NW/4	160.73
3662	172	1205	5-21-58	Sec. 6 NE/4	160.31
3663	173	1204	8-5-58	Sec. 6 SE/4	160
3664	174	1206	5-29-58	Sec. 6 SW/4	157.68
3665	175	1207	5-21-58	Sec. 6 NW/4	156.72
3666	176	1872	8-8-58	Sec. 7 Lots 1 and 2 E/2 NW/4	158.48
3667	177	1873	5-21-58	Sec. 7 Lots 3 and 4 E/2 SW/4	158.96
3668	178	1874	5-21-58	Sec. 7 NE/4	160
3669	179	1875	8-8-58	Sec. 7 SE/4	160
3670	180	1174	5-21-58	Sec. 8 NE/4	160
3671	181	1175	5-21-58	Sec. 8 NW/4	160
3672	182	1176	5-21-58	Sec. 8 SW/4	160
3673	183	1177	5-21-58	Sec. 8 SE/4	160
3674	184	1186	5-21-58	Sec. 10 NE/4	160

Exhibit A, p. 2.

UNC0167308

<u>LEASE NO.</u> <u>OF</u> <u>CONTRACT NO.</u>	<u>TRACT</u> <u>NO.</u>	<u>ALLOT.</u> <u>NO.</u>	<u>DATE</u> <u>APPROVED</u>	<u>LEGAL DESCRIPTION</u>	<u>NO.</u> <u>ACRES</u>
<u>14-20-203-</u>				<u>T-15-N; R-13-W;</u>	
3706	219	1861	3-21-58	Sec. 23 NW/4	160
3707	222	1860	3-11-58	Sec. 23 NW/4	160
3708	223	1147	3-2-58	Sec. 24 NW/4	160
3709	225	1101	3-2-58	Sec. 24 NW/4	160
				<u>T-15-N; R-13-W;</u>	
5301	221	1113	7-14-59	Sec. 12 SE/4	160
				<u>T-15-N; R-12-W;</u>	
3657	152	1824	3-21-58	Sec. 29 SE/4	160
				<u>T-15-N; R-13-W;</u>	
3703	215	1185		Sec. 20 NE/4	160

Exhibit A, p. 4.

UNC0167309

LEASE NO. or CONTRACT NO.	TRACT NO.	ALLOT. NO.	DATE APPROVED	LEGAL DESCRIPTION	NO. ACRES
<u>14-80-603-</u>				<u>T-15-N; R-13-W;</u>	
3675	185	1167	5-21-58	Sec. 10 SE/4	160
3676	186	1168	7-1-58	Sec. 10 NW/4	160
3677	187	1169	7-2-58	Sec. 10 SW/4	160
3678	188	1043	5-21-58	Sec. 12 NE/4	160
3679	189	1044	5-21-58	Sec. 12 NW/4	160
3680	190	1045	5-21-58	Sec. 12 SW/4	160
3681	191	1046	5-21-58	Sec. 12 SE/4	160
3682	192	1150	5-21-58	Sec. 14 SW/4	160
3683	193	1151	5-21-58	Sec. 14 SE/4	160
3684	194	1152	7-1-58	Sec. 14 NE/4	160
3685	195	1153	5-21-58	Sec. 14 NW/4	160
3686	196	1664	5-21-58	Sec. 15 NE/4	160
3687	197	1665	5-21-58	Sec. 15 NW/4	160
3688	198	1666	5-21-58	Sec. 15 SW/4	160
3689	199	1667	5-21-58	Sec. 15 SE/4	160
3690	200	1170	5-21-58	Sec. 16 NE/4	160
3691	201	1171	5-21-58	Sec. 16 NW/4	160
3692	202	1172	5-21-58	Sec. 16 SW/4	160
3693	203	1173	5-21-58	Sec. 16 SE/4	160
3694	204	1668	5-21-58	Sec. 17 SW/4	160
3695	205	1669	5-21-58	Sec. 17 SE/4	160
3696	206	1670	5-21-58	Sec. 17 3/2 N/2	160
3697	207	1671	10-16-58	Sec. 17 3/2 E/2	160
3698	208	1174	10-17-58	Sec. 18 NE/4	160
3699	209	1175	5-21-58	Sec. 18 NW/4	160.30
3700	210	1176	5-21-58	Sec. 18 SW/4	164
3701	211	1177	5-21-58	Sec. 18 SE/4	160
3702	212	1184	5-21-58	Sec. 20 NW/4	160
3704	215	1154	5-21-58	Sec. 22 NE/4	160
3705	217	1155	5-21-58	Sec. 22 NW/4	160

**2-9 Letter re United Nuclear Corporation and Sabre Pinon Division Royalty Payment,
dated May 16, 1963, Doc. No. 14029.**



UNITED NUCLEAR CORPORATION

Sabre *Pinon* Division
MINING AND MILLING

May 16, 1963

BOKUM BLDG. P.O. BOX 1537
TELEPHONE YUcca 2-1303
SANTA FE, NEW MEXICO

United States Department of the Interior
Bureau of Indian Affairs
Navajo Agency
Window Rock, Arizona

Attention: Mr. M. D. Long, Agency Realty Officer

Dear Mr. Long:

We refer to the advance annual rental of \$1.00 per acre and the minimum royalty of \$4.00 per acre which will be due May 21, 1963, and May 29, 1963, on certain Navajo allotted land uranium mining leases of Homestake-Sapin-Partners, in accordance with your notice of April 18, 1963. *End TH*

By letter dated May 13, 1963, Homestake-Sapin-Partners have submitted application to cancel four leases, three of which are included in the current groups of rentals due May 21, 1963. These leases are Nos. 14-20-603-3691, -3692, and -3693, comprising 160 acres each. Deleting these three leases from our May rentals, the remaining leases due are summarized as follows:

66 leases, 10,479.98 acres, due May 21, 1963
2 leases, 317.66 acres, due May 29, 1963

Total Acres 10,797.66

Total Advance Annual Rental \$10,797.66

There has been production during the past lease year from lease Nos. 14-20-603-3678, -3679, -3680, and -3681, each 160 acres, and No. 14-20-603-3699, 160.80 acres, for a total of 800.80 acres. Minimum royalty of \$4.00 per acre is therefore due on 9,996.86 acres, or \$39,987.44.

Enclosed is our check No. 5023 in the amount of \$50,785.10, as payment for advance annual rental and minimum royalty covering these leases as herewith described in further detail on the attached list.

Sincerely yours,

UNITED NUCLEAR CORPORATION
SABRE-PINON DIVISION

Charles C. Towle
Charles C. Towle

Attachment

CC: L. W. Swent
CC: P. Melancon
CC: M. E. MacRae

CCT/bes

UNC0167243

LEASES DUE MAY 21, 1963

CONTRACT NUMBER	SECTION	TOWNSHIP	RANGE	ACRES	RENTAL	ROYALTY
14-20-603-3613	6-SE/4	15	12	160	\$160.00	\$640.00
3614	6-SW/4	15	12	159.19	159.19	636.76
3615	7-NE/4	15	12	160	160.00	640.00
3616	7-NW/4	15	12	159.16	159.16	636.64
3617	7-SW/4	15	12	159.56	159.56	638.24
3618	7-SE/4	15	12	160	160.00	640.00
3621	14-NW/4	15	12	160	160.00	640.00
3622	14-NE/4	15	12	160	160.00	640.00
3624	18-NE/4	15	12	160	160.00	640.00
3625	18-NW/4	15	12	159.92	159.92	639.68
3626	18-SW/4	15	12	159.96	159.96	639.84
3627	20-SW/4	15	12	160	160.00	640.00
3628	20-SE/4	15	12	160	160.00	640.00
3629	20-S/2NW/4	15	12	80	80.00	320.00
3633	21-NE/4	15	12	160	160.00	640.00
3634	22-NE/4	15	12	160	160.00	640.00
3637	24-SE/4	15	12	160	160.00	640.00
3638	24-SW/4	15	12	160	160.00	640.00
3639	24-NW/4	15	12	160	160.00	640.00
3640	24-NE/4	15	12	160	160.00	640.00
3641	25-NW/4	15	12	160	160.00	640.00
3642	25-SW/4	15	12	160	160.00	640.00
3643	25-SE/4	15	12	160	160.00	640.00
3644	25-NE/4	15	12	160	160.00	640.00
3645	26-NW/4	15	12	160	160.00	640.00
3646	26-NE/4	15	12	160	160.00	640.00
3647	27-SW/4	15	12	160	160.00	640.00

LEASES DUE MAY 21, 1963 - continued page 2

TRACT NUMBER	SECTION	TOWNSHIP	RANGE	ACRES	RENTAL	ROYALTY
14-20-603-3650	27-SE/4	15	12	160	\$160.00	\$640.00
3651	28-NE/4	15	12	160	160.00	640.00
3652	28-NW/4	15	12	160	160.00	640.00
3655	29-NE/4	15	12	160	160.00	640.00
3656	29-NW/4	15	12	160	160.00	640.00
3657	29-SE/4	15	12	160	160.00	640.00
3658	4-SE/4	15	13	160	160.00	640.00
3659	4-NE/4	15	13	160.67	160.67	642.68
3660	4-SW/4	15	13	160	160.00	640.00
3661	4-NW/4	15	13	160.73	160.73	642.92
3662	6-NE/4	15	13	160.31	160.31	641.24
3665	6-NW/4	15	13	166.72	166.72	626.88
3667	7-SW/4	15	13	158.96	158.96	635.84
3668	7-NE/4	15	13	160	160.00	640.00
3670	8-NE/4	15	13	160	160.00	640.00
3671	8-NW/4	15	13	160	160.00	640.00
3672	8-SW/4	15	13	160	160.00	640.00
3673	8-SE/4	15	13	160	160.00	640.00
3674	10-NE/4	15	13	160	160.00	640.00
3675	10-SE/4	15	13	160	160.00	640.00
3678*	12-NE/4	15	13	160	160.00	-
3679*	12-NW/4	15	13	160	160.00	-
3680*	12-SW/4	15	13	160	160.00	-
3681*	12-SE/4	15	13	160	160.00	-
3682	14-SW/4	15	13	160	160.00	640.00
3683	14-SE/4	15	13	160	160.00	640.00
3685	14-NW/4	15	13	160	160.00	640.00

LEASES DUE MAY 21, 1963 - continued page 3

CONTRACT NUMBER	SECTION	TOWNSHIP	RANGE	ACRES	RENTAL	ROYALTY
14-20-603-3686	15-NE/4	15	13	160	\$160.00	\$640.00
3687	15-NW/4	15	13	160	160.00	640.00
3688	15-SW/4	15	13	160	160.00	640.00
3689	15-SE/4	15	13	160	160.00	640.00
3694	17-SW/4	15	13	160	160.00	640.00
3695	17-SE/4	15	13	160	160.00	640.00
3696	17-S/2 N/2	15	13	160	160.00	640.00
3699*	18-NW/4	15	13	160.80	160.80	-
3700	18-SW/4	15	13	164	164.00	656.00
3701	18-SE/4	15	13	160	160.00	640.00
3702	20-NW/4	15	13	160	160.00	640.00
3704	22-NE/4	15	13	160	160.00	640.00
TOTAL	66			10,479.98	\$ 10,479.98	\$ 38,716.72

LEASES DUE MAY 29, 1963

14-20-603-3664	6-SW/4	15	13	157.68	\$157.68	\$630.72
3705	22-NW/4	15	13	160	160.00	640.00
TOTAL	2			317.68	\$317.68	\$1,270.72
TOTAL ALL LEASES DUE IN MAY				10,797.66	\$ 10,797.66	\$ 39,987.44

* Production during lease year

**2-10 Mine Inspection Report for Black Jack Nos. 1 and 2 Mines,
dated February 13, 1964, Doc. No. 17872, pdf pp. 25-26.**



-3678-^{#I}
-3678-^{#II}

February 13, 1964

MINE INSPECTION REPORT
INDIAN ALLOTTED LANDS
BLACK JACK Nos. 1 & 2
SABRE PINON CORPORATION
McKINLEY COUNTY, NEW MEXICO

by
James W. Nager
Mining Engineer

U. S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
BRANCH OF MINING OPERATIONS
CONSERVATION DIVISION

On January 29, 1964, the Black Jack Mines were examined. The mines are located in Section 12 and Section 18, T. 15 N., R. 13 W., N.M.P.M. The mines were previously inspected under a joint inspection with the U. S. Bureau of Mines on November 20, 1963.

Black Jack No. 1

To the east of the Black Jack No. 1 mine exploration drilling has disclosed a new orebody about 200 feet east of the most easterly mine working. This orebody will be developed from entries from the "G" area.

In the 6X south section the upper zone is being developed along a north-east - southwest fault. The ore is about 12 feet thick and 20 feet wide and is developed for about 100 feet along the fault.

Radon samples were taken in the return air and in three working places. The return from the "V" section showed 9.8 times the recommended working level. The air was being recirculated through a caved portion of the section which accounted for the high count. During the examination the Superintendent gave orders to seal off, by placing brattice cloth with a plastic interlining in 5 breakthroughs to keep the air from recirculating. This should reduce the high concentration of radon daughters.

Return air from 8X west was sampled and showed a concentration of 3.8 times the recommended working level. This air enters the section with a concentration of less than 0.2 times the working level but in traveling a distance of 400 feet through a large high grade stope increases to 4.8 times the recommended working level. Under the present ventilation

system it appears to be impractical to increase the air to the section as 38,000 cfm is presently being coursred through the section. If more air is put through the X section the "Y" and "L" sections would have to be reduced below practical limits.

Radon readings in the return air from "L" section showed 0.6 times the recommended working level. This section has given very little radon decay problems even in the richer portions of the ore body. There was 20,000 cfm through the section, a minimum amount considering the diesel equipment operating there.

Return from "R" section showed a radon daughter concentration of 3.5 times the recommended working level. A total of 35,000 cfm is circulated through the section. Very little contamination from the worked out portion of the section is evidenced. A sample was taken behind a brattice which gave a reading of 37.5 times the recommended working level.

The total return air was sampled and showed a radon daughter concentration of 2.2 times the recommended working level.

The mine employs 53 men underground. Some yearly statistics given by the management showed 9.15 tons ore produced per man-shift through 1963. There were 210,566 tons of ore hoisted during the year. During 1963, 79,454 roof bolts were installed.

Black Jack No. 2

At the Black Jack No. 2 mine all production was from second mining operation. Pillars were being recovered from the south section of the mine. No changes in ventilation had been made since the point inspection of November 20, 1963, so no radon daughter concentration samples were taken.

Recommendation made in the joint inspection had been followed with the exception of the power-off brake on the emergency hoist, the fire alarm system underground, and grounding of small electrically powered tools.

The mine is expected to be worked out in about 4 more months. Exploration drilling from the surface has given no indication of other ore.

A total of 13 men work underground on a 5-day one shift basis. The mine produced 55,142 tons of ore averaging 0.224% U_3O_8 in 1963. The mine has produced a total of slightly over 200,000 tons of ore since operations started.

No violations of the lease terms were noted and no safety violations other than noted above were observed during the examination.

James W. Hager
Mining Engineer

Orig. to: Supt., Navajo Agency
cc: Comm., Office of Indian Affairs
: Chief, Branch of Mining Operations
: Bureau of Mines, Denver

**2-11 Mine Inspection Report for Black Jack Nos. 1 and 2 Mines,
dated August 27, 1964, Doc. No. 17872, pdf pp. 21-22.**



August 27, 1964

MINE INSPECTION REPORT	ALLOTTED LAND LEASES
INDIAN ALLOTTED LANDS	14-20-603-3678
BLACK JACK Nos. 1 & 2	-3679
UNITED NUCLEAR CORP.	-3680
McKINLEY COUNTY, NEW MEXICO	-3681
	-3690
	-3699
	-3701

by
James W. Eager
Mining Engineer

**U. S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
BRANCH OF MINING OPERATIONS
CONSERVATION DIVISION**

On August 11 and 12, 1964, the Black Jack No. 1 and No. 2 Mines were examined. The mines are located on Indian Allotted land uranium leases in McKinley County, New Mexico. The mines are operated by the Sabro-Pinson Mining and Milling Division of United Nuclear Corporation. Mr. Al J. Aharts was Resident Manager. The leases were previously inspected on April 17, 1964.

Black Jack No. 1

The production from Black Jack No. 1 mine has come from four sections of the mine since the last inspection was made. Section V had produced from pillars, Section X was on retreat and was nearing completion, Section Y was on retreat, and an arm of Section R was being developed.

An area to the east of the main orebody was being developed. Entries were being driven in waste from R Section to intersect an orebody which has been discovered by drilling from the surface. An estimate of 20,000 tons has been made for the orebody. Possibly a connection exists between the orebody and Section R.

No changes in mining operations have been instituted since the last inspection. Ventilation has in general remained the same. Radon-daughter samples taken by the U. S. Bureau of Mines in May and by the company at regular intervals to date of examination show readings from no radon-daughters to a high of 6.5 times the recommended working level. On date of examination the highest sample taken by the company's engineer was 4.7 times the working level in Section R.

Black Jack No. 2

The Black Jack No. 2 Mine has an estimated 5,000 tons of ore remaining in the mine. All production from the mine has come from second mining.

The remaining ore is in pillars near the shaft. Permission has been requested by the company to remove the shaft pillar. The company plan is to pull the ore from as close to the shaft as is safe and then remove all equipment and fill the shaft with waste. There are no other mines in the area and there is no apparent use for the shaft.

The large ventilation holes are lined with steel casing. The company has ask permission to weld $\frac{1}{4}$ inch steel plate over the top of the casing when the mine is abandoned.

An inspection will be made during the time the mine shaft and vent holes are being conditioned for abandonment and a final examination of the surface will be made immediately thereafter.

General

A total of 68 men were employed at the two mines. Production was approximately 25,000 tons a month. No safety violations or violations of the lease terms were noted during the examination.

James W. Hager
Mining Engineer

Orig. to: Supt., Navajo Agency
cc: Comm., Office of Indian Affairs
: Chief, Branch of Mining Operations
: Bureau of Mines, Denver
: Files

**2-12 Letter re Liquidation of Ores Delivered to Homestake-Sapin Partners Mill,
dated April 24, 1968, Doc. No. 17874, pdf p. 3.**



HOMESTAKE-SAPIN PARTNERS

P. O. BOX 98
GRANTS, NEW MEXICO 87020

April 24, 1968

RECEIVED

APR 25 1968

U. S. Geological Survey
Carlsbad, N. M.

Mr. C. M. McConnell
Deputy Regional Mining Supervisor
U. S. Dept. of Interior, Geological Survey
P. O. Box 829
Carlsbad, New Mexico 88220

Dear Mr. McConnell:

Enclosed are two copies each of two liquidations covering ores delivered to Homestake-Sapin Partners mill from mines on the Navajo Indian Reservation during the month of March, 1968.

Also enclosed is our check in the amount of \$ [REDACTED] for payment of royalties due the U. S. Department of Interior, Bureau of Indian Affairs, Window Rock, Arizona.

- Liq. 856 Navajo Indian Allottee 1043, Contract No. 14-20-603-3678
Tract No. 188, NE $\frac{1}{4}$, Section 12, Township 15N, Range 13W, N.M.P.M.
- Liq. 856 Navajo Indian Allottee 1044, Contract No. 14-20-603-3679
Tract No. 189, NW $\frac{1}{4}$, Section 12, Township 15N, Range 13W, N.M.P.M.
- Liq. 857 Navajo Indian Allottee 1179, Contract No. 14-20-603-3698
Tract No. 208, NE $\frac{1}{4}$, Section 18, Township 15N, Range 13W, N.M.P.M.
- Liq. 857 Navajo Indian Allottee 1180, Contract No. 14-20-603-3699
Tract No. 209, NW $\frac{1}{4}$, Section 18, Township 15N, Range 13W, N.M.P.M.

Very truly yours,

HOMESTAKE-SAPIN PARTNERS


George H. Snyder

GHS:VLD
Encls.



2-13 Letter re Liquidation of Ores delivered to United Nuclear-Homestake
Partners Mill, dated January 23, 1970, Doc. No. 17874, pdf p. 2.



**2-14 Final Report of Examination, Black Jack No. 2 Mine,
dated March 25, 1971, Doc. No. 17872, pdf pp. 17-18.**



March 25, 1971

FINAL REPORT OF EXAMINATION	ALLOTTED LEASES
BLACK JACK #2 MINE	14-20-603-3698
UNITED NUCLEAR-HOMESTAKE PARTNERS	14-20-603-3699
MCKINLEY COUNTY, NEW MEXICO	14-20-603-3701

by
Philip B. Mudgett
Mining Engineer

U. S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
BRANCH OF MINING OPERATIONS
CONSERVATION DIVISION

On March 10, 1971, James W. Hager and the writer examined the Black Jack #2 mine in the company of Paul M. Price, Superintendent of Mines, and Frank Murry, Assistant Superintendent of Mines, for Homestake Partners. The mine is located in the NE $\frac{1}{4}$ of section 18, T. 15 N., R. 13 W., NMPH, McKinley County, New Mexico, on lands included under lease Nos. 14-20-603-3698, -3699, and -3701. It is reached from Thoreau, New Mexico, by traveling northerly over paved State Highway 56 to Smith Lake, thence about 7 miles west on the paved Mariano Lake road, thence southeasterly about 2-3/4 miles over an unimproved dirt road.

Past Survey reports of examination show that mining and salvage operations at the mine were completed in October 1964, with satisfactory recovery of all ore available through the main shaft.

Inspection of the surface plant site showed that the vertical, 346-foot deep main shaft had been filled with waste rock from the mine dump. Also, a nearby steel lined ventilation shaft, 30 inches in diameter and of similar depth, had been plugged with reinforced concrete to 12 feet below the collar and capped with $\frac{1}{2}$ -inch steel plate welded to the steel lining. The corrugated iron hoist house remained intact as required under the lease terms. All trash and junk metal had been removed from the site, and only a relatively small quantity of rock remained in the waste dump.

All drill sites and holes on the leased lands have previously been inspected and found to be satisfactorily conditioned for abandonment.

Accordingly, as to matters under the jurisdiction of the Geological Survey, there is no objection to the acceptance of the lessee's application for relinquishment of the involved leases.

Philip B. Mudgett
Mining Engineer

Orig. to: Area Director, Navajo Area Office
cc: Comm., Office of Indian Affairs
: Chief, Branch of Mining Operations
: Bureau of Mines, Denver
: Files

**2-15 Mine Inspection Report for Black Jack Nos. 1 and 2 Mines,
dated April 14, 1977, Doc. No. 17871.**



Inspections Black Jack Corp.
NM-14-20-603-3678

INSPECTION REPORT
April 14, 1977

Blackjack Nos. 1 and 2 Mines
Navajo Allotted Lands
McKinley County, New Mexico

U. S. Geological Survey
Conservation Division
Area Mining Supervisor
Southern Rocky Mountain Area
P. O. Box 1716
Carlsbad, New Mexico 88220

Dale C. Jones
Mining Engineer
May 5, 1977

April 14, 1977, the writer inspected the Blackjack Nos. 1 and 2 Mines to examine and photograph the abandoned mine openings. These mines are situated on Navajo Allotted lands in the Smith Lake-Mariano Lake area of McKinley County, New Mexico.

Blackjack No. 1 Mine

The surface facilities and underground workings of the Blackjack No. 1 Mine (Photo A) are located in Section 12, T15N., R13W, NMPM, about 2 miles northwest of Smith Lake. The entire section was covered by uranium mining leases 14-20-603-3678, -3679, -3680 and -3681 which were cancelled May 21, 1971. The section is not presently under lease. The mine was operated originally by Lance Corporation until 1962 when U United Nuclear-Homestake Partners were assigned the leases until their cancellation. According to a USGS memorandum of October 30, 1973, the mining property had been satisfactorily conditioned for abandonment and termination of the collective bond was recommended.

The ore in the Blackjack No. 1 Mine was located in the middle Westwater Canyon Member of the Jurassic Morrison Formation at a depth of about 700 feet. It was developed through a vertical production shaft for subsequent room-and-pillar mining with trackless diesel equipment. Maximum ore production was evidently about 400 tons per day (tpd). Intake ventilation was downcast through the production shaft, and contaminated air was exhausted through two 30-inch diameter and one 36-inch diameter cased ventilation holes. The 36-inch vent shaft was also equipped with a hoist and small cage to provide an additional exit from the mine.

According to past USGS memorandums and inspection reports, abandonment of the Blackjack No. 1 Mine openings was performed in accordance with USGS recommendations. The production shaft was filled with waste rock (Photo B) with later refilling to compensate for settling of the fill material. No recent settling of any significance was evident. The ventilation holes were sealed by welding steel covers over the casings at the surface (Photo C). The writer found no unsealed openings during the inspection, and the following photos show the different methods of sealing that were used.

Considerable debris (timber, insulation material, cable, tin, rock belts, etc.) is scattered about the mine site proper, some of it apparently resulting from the salvage of materials from the mine buildings by local Navajo residents. One small diameter (3 to 4 inches) hole which is still open was found southeast of the mine site (Photo D). This hole is cased and has a funnel-type attachment at the surface, but its purpose is not known. Although it is open, the hole does not present any safety hazards. The writer also found two seals of the type shown in Photo E. This seal consists of a concrete cap approximately 2 inches thick, and the cap is evidently anchored somehow to the small pad as the writer could not move it by hand. It

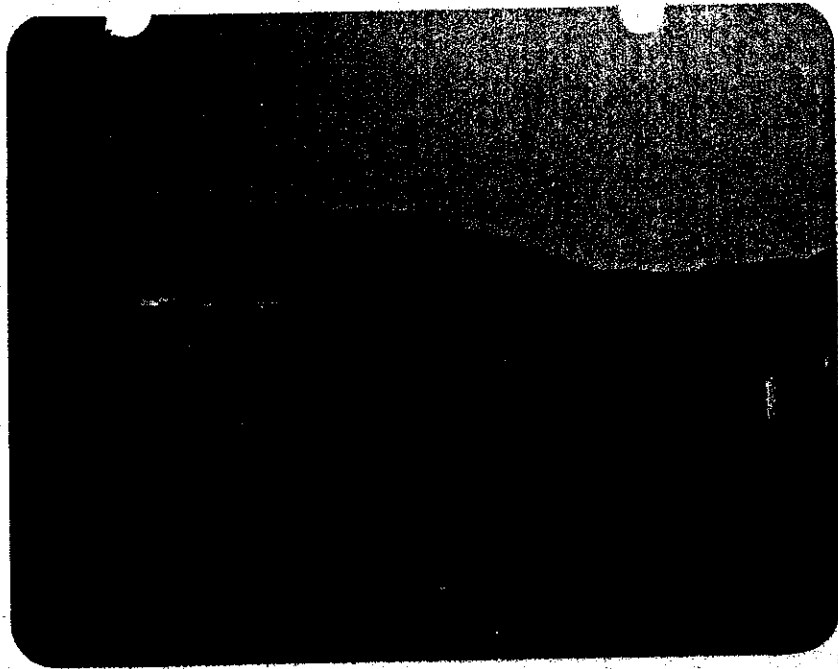


Photo A: Black No. 1 Mine (looking north) showing remaining buildings; shaft seal indicated by arrow



Photo B: Shaft seal at Blackjack No. 1 Mine; abandoned buildings in background; fill material appears to have stabilized



Photo C: Ventilation hole (30-inch diameter) southeast of mine site (in background); escaping air is audible around casing

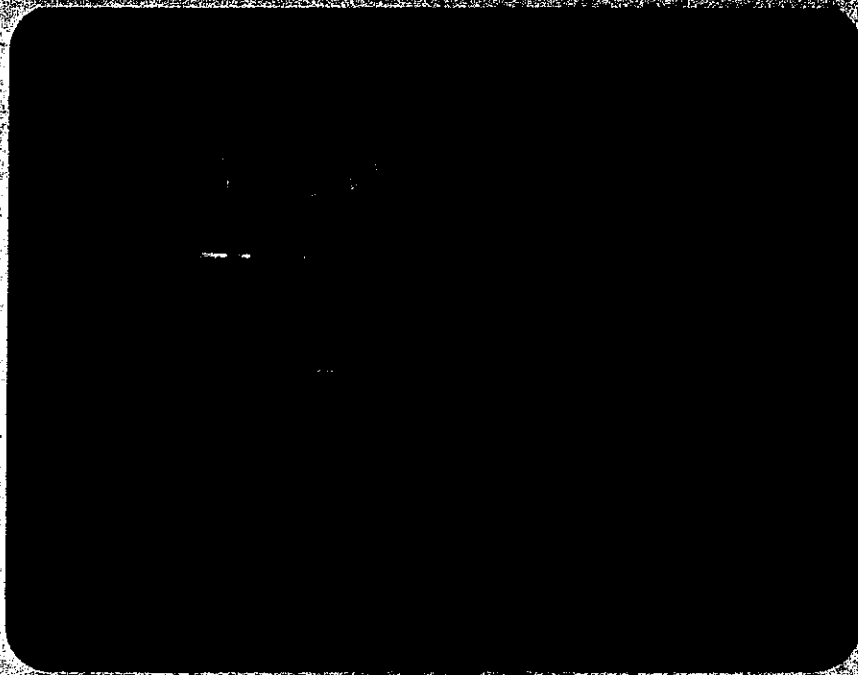


Photo D: Small (10-inch diameter) vent hole southeast of mine site; hole is covered but its purpose is not known; mine buildings and waste dump in background

is believed that these seals cover small (13-inch diameter) auxiliary ventilation holes which were installed to reduce high radon daughter concentrations in some areas of the mine.

Blackjack No. 2 Mine

The surface facilities and shaft for the Blackjack No. 2 Mine (Photo 2) are located in the northeast quarter of Section 18, T13N, R13W, N43E, about 7.5 miles west of Smith Lake. From the shaft, the underground workings extended west and south to the northwest and southeast quarters of Section 18, respectively. The three parcels of land were covered by Navajo Allotted uranium mining leases 1A-20-603-3698, -3699 and -3701 which were cancelled in 1970. The mine was originally operated by Lance Corporation until the leases were acquired via assignment in 1963 by United Nuclear-Nuclear Partners who operated the mine until 1964. The north half of the section is presently leased to Hydro Nuclear Corporation under contracts HNC-C-1A-20-3666 and -3667, and the southeast quarter is held by Southern Nuclear, Incorporated under contract HNC-C-1A-20-3661. Both companies are currently performing exploration work on the leases.

The ore in the Blackjack No. 2 Mine was located in the Pecos Canyon Sandstone, the lowest sandstone unit of the upper Brushy Basin Member of the Jurassic Morrison Formation, at a depth of about 280 feet. The ore was of higher grade but smaller quantity than that in the Blackjack No. 1 Mine. The mine was developed through a vertical, rock-cut shaft 180 feet deep, and ore extraction was accomplished using a modified room-and-pillar mining method with sublevel shear drifts and trackways, diesel-powered hoisting equipment. Maximum production was approximately 200 tpy. Ventilation of the mine was accomplished by downcasting fresh air through the production shaft and exhausting the contaminated air through two circular, steel ventilation shafts 32 and 36 inches in diameter. The larger vent hole was equipped with a hoist and small cage to provide an alternate exit from the mine.

A 1968 inspection report of March 21, 1971, stated that the lease premises had been satisfactorily conditioned for abandonment and offered no objection to cancellation of the leases. The production shaft was filled to the collar with waste rock material which was heaped over the surface opening to allow for settling (Photo 3). The fill material appears to have stabilized with no recent settling of any significance. The larger vent shaft was plugged with reinforced concrete from the collar to 12 feet sublevel, and a steel plate 1/2-inch thick was welded to the casing at the collar. The smaller vent hole was plugged in the same manner except that a 4-inch diameter pipe was placed through the plug to provide access to the water that accumulates in that part of the mine (Photo 4). At the time of inspection, the writer could hear water running in this vent shaft. The only buildings remaining on

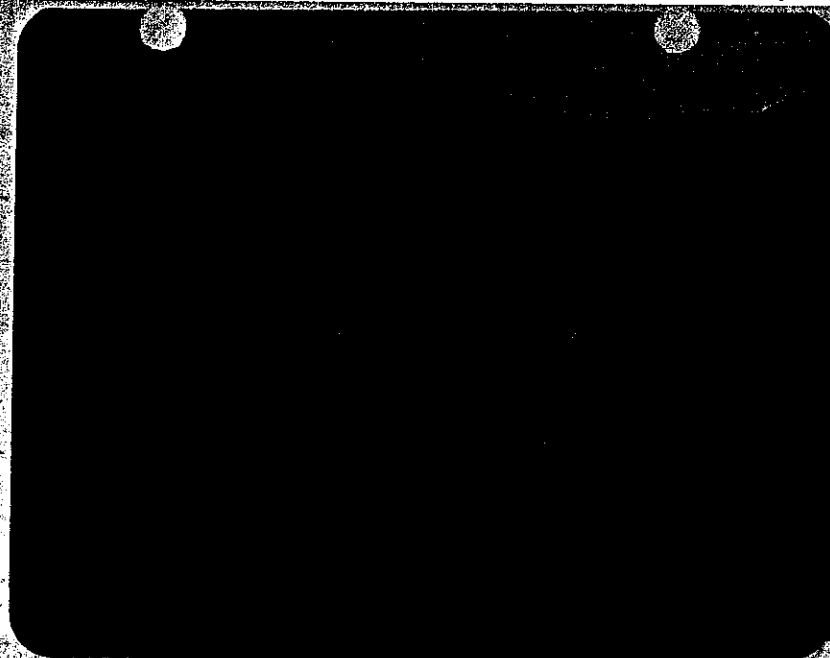


Photo IV: Possible part of small ventilation hole
(15-inch diameter) south of the mine site

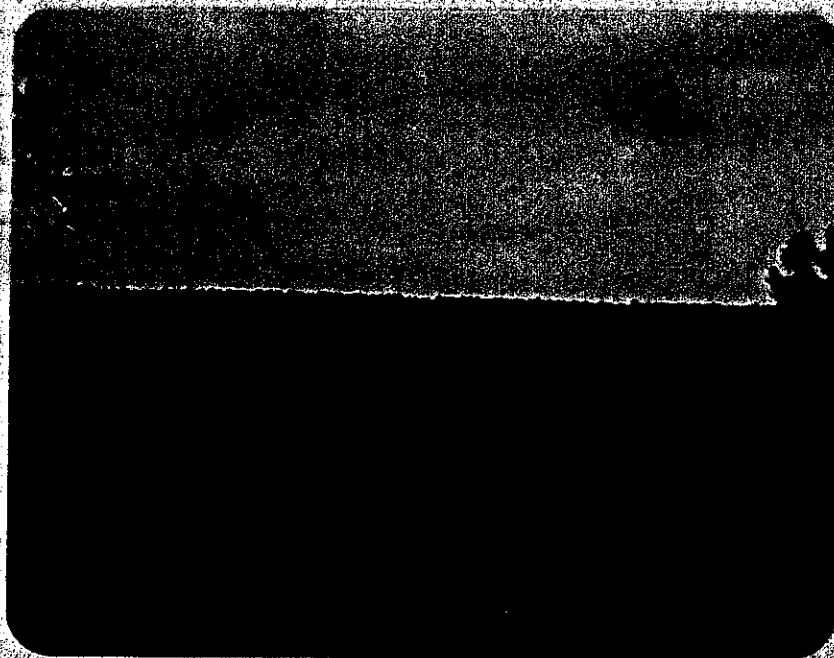


Photo V: Black hole in mine (looking westward)
showing large pile of material and small hole
(arrow); smaller vent hole is located on
top of mass in background

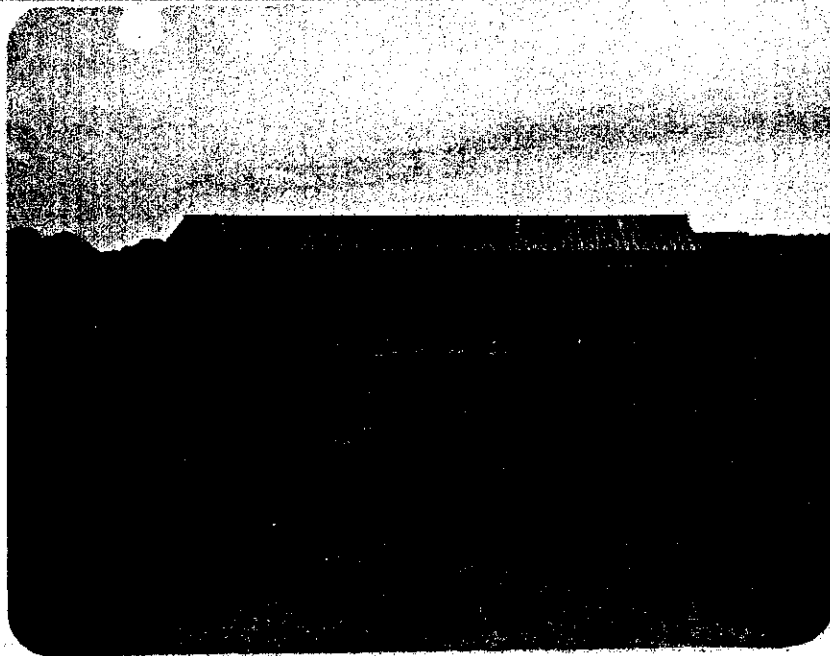


Photo G: Blackjack No. 2 Mine hoist house and shaft seal; old powder magazine visible behind and to the left of hoist house (arrow)



Photo H: Vent shaft seal north of mine site

the site are the corrugated tin hoist house and a wooden powder magazine, and the site is relatively free of trash and debris.

North of the mine shaft and about 30 feet south of the smaller vent shaft, the writer found an open, small diameter hole which is cased and has a funnel-type attachment at the surface (Photo 1). This hole is identical to the one found at the Blackjack No. 1 Mine, and again, its purpose is not known. Although open, the hole presents no safety hazards. Several small diameter, unplugged exploration drill holes are also present in this area. No other unsealed mine openings were found during the inspection.

Paul S. Jones

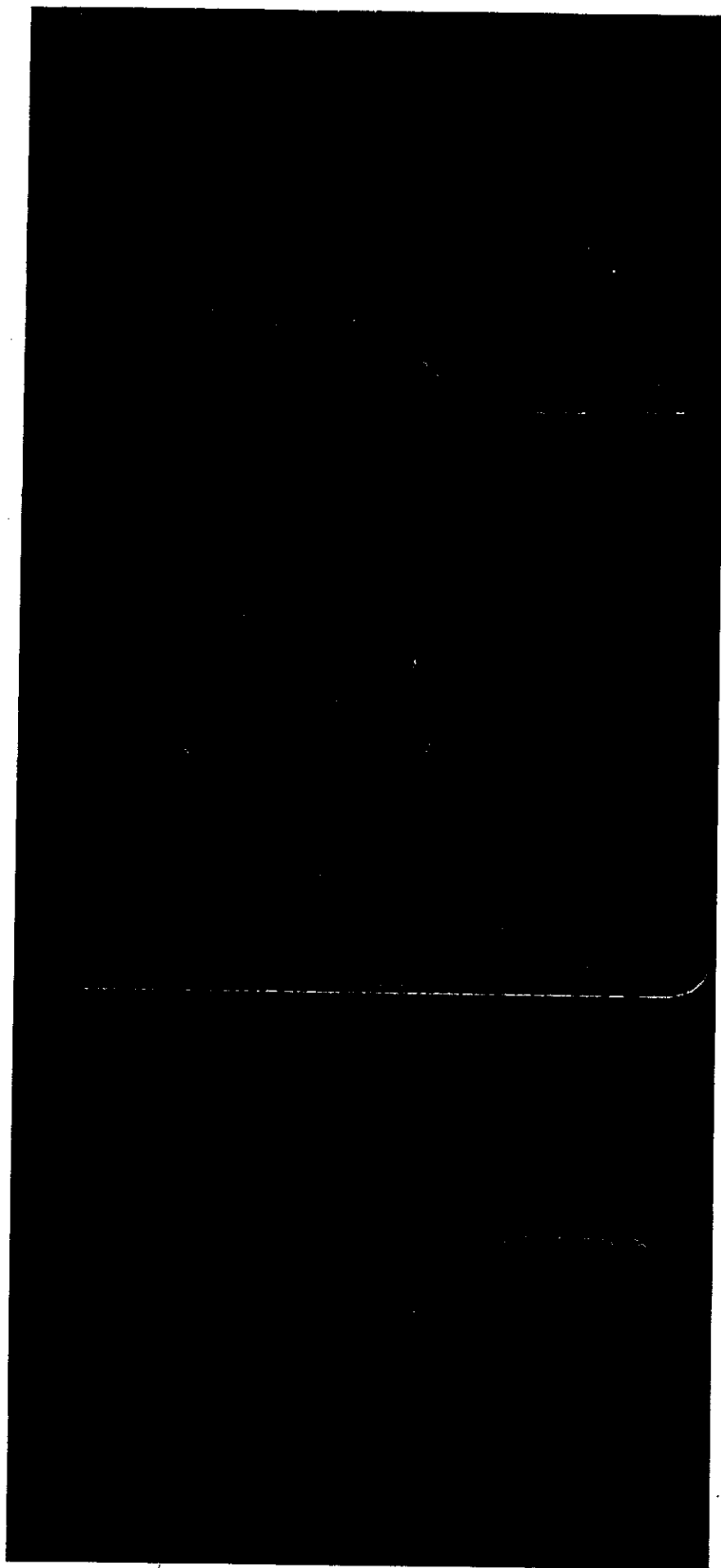
Paul S. Jones
Mining Engineer

DCJ:ej

Orig. to: Superintendent, Eastern Navajo Agency, BIA
cc: Area Director, Navajo Area Office, BIA
Chief, Branch of Mining Operations, USGS
Through: Conservation Manager, Central Region, USGS
Area Mining Supervisor
Files



Photo I: Small diameter, unplugged hole north of mine site and just south of vent hole in Photo G; purpose unknown



Backpack
#1
Thops

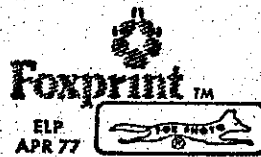
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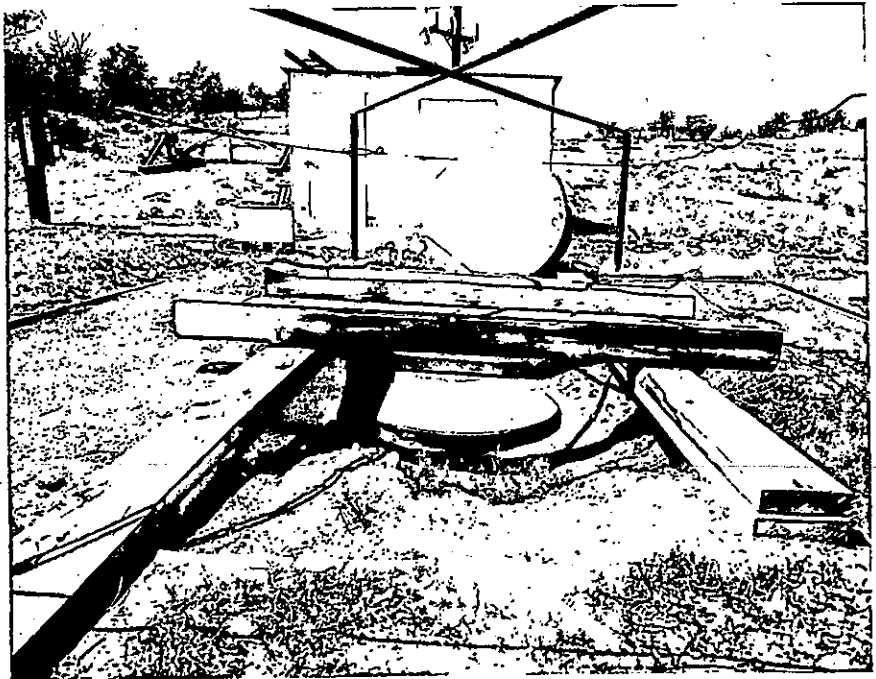
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2-35-6

Black Jack #1
Shaft & Vent Hole
Seals

(Summer of 1967)



#2- Vent

FOOTNOTED

LESS 122A

#3 Vent

FOOTNOTED

LESS 122A



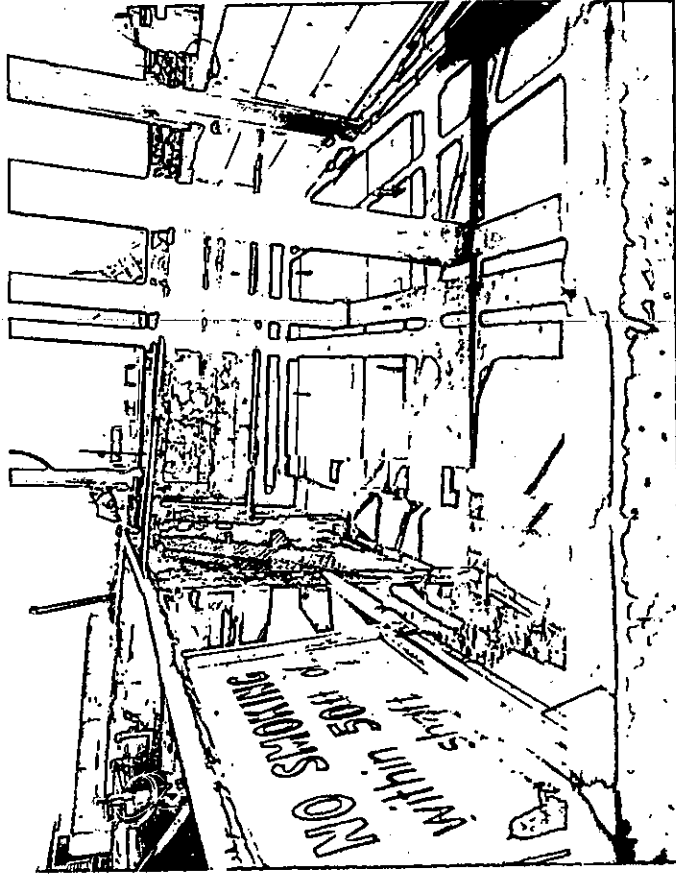
#1 - vent.

FOURTH

LOC 12A

FOURTH

LOC 12A



INTERNAL AUDIT REPORT

NAVAJO AGENCY

MINERAL LEASES

(Field Work Completed October 24, 1962)

An audit has been made of the mining leases and permits at the Navajo Agency, Window Rock, Arizona, covering leases and permits of the Navajo Tribe, individual Allottees and Permittees, for the period September 1, 1961, through August 31, 1962.

The audit consisted of an examination of the settlement statements submitted with royalty payments of the purchasers and verification of the extensions thereon; comparison of the price paid with Atomic Energy Commission Schedule No. 5-Revised (Amended October 9, 1953) and/or purchase agreements between the purchasers and lessors that have been made since the expiration of the price schedules contained in the above AEC Schedule No. 5-Revised, on March 31, 1962; and a check of the royalties paid with copies of related Collection Vouchers to the extent deemed necessary to determine the mathematical accuracy thereof, conformance to stipulated terms of the contracts and the proper distribution of royalties to the Tribe and individual allottees and permittees.

Specific examination was also made of Lease Contract No. L-143-Ind-6604, approved September 23, 1943, with the Vanadium Corporation of America, and comprising the mine known as "Mammoth #2", for compliance with special conditions related to a reduction of acreage (Order of March 6, 1944) and for an increase in acreage and distribution of royalties in accordance with assignments executed by individual permittees, approved November 24, 1959; this action was in accordance with Tribal Resolution AGFL-113-59, dated July 29, 1959.

An examination was also made of Lease Contract Nos. 14-20-603-3678, 3679, 3680,

and 3681, which make up the "Black Jack No. 1" Mine and Lease Contract Nos. 14-20-603-3698, 3699, and 3701, which make up the "Black Jack No. 2" Mine both of which have commingling agreements relative to the distribution of royalties. An examination was also made of production bonus payments for these leases and allotments.

No deviations from the terms of the leases and/or permits or amendments thereto were noted.

Compliance with the terms of the lease contracts, special provisions relative to reassignments of individual mining permits, commingling agreements, distribution of royalties and/or production bonus payments was noted as follows:

1. Commingling of Ore and Distribution of Royalties.

Distribution of royalties to allottees covered under lease contracts having special commingling of ore agreements was determined by the purchasers and shown on settlement sheets itemized by allottees' percentage of interest in the production and distribution of royalties on a "First in-First out" basis. Settlement sheets were accompanied by recapitulations of daily production, in total, prepared on IBM Accounting Machines.

2. Distribution of Production Bonus.

Distribution of initial production bonus payments on leases 14-20-603-3678, 3679, 3680, and 3681 was found to have been made in accordance with the Solicitor's Memorandum of June 22, 1961, i.e. "equally among the owners of the four allotments covered by the unit". Production bonus payments for leases 14-20-603-3698, 3699, and 3701 were similarly distributed equally between the owners of the three allotments.

3. Distribution of Royalties-Reassignment of Mining Permits.

The settlement sheets submitted by the purchasers with royalty payments show the production from the original acreage (Lease 1-143-1nd-604) and pro-

duction from acreage added by Amendment 1 (approved February 24, 1959); also the amounts due the Tribe and individual permittees under the terms of the reassignment of individual mining permits to the Tribe i.e. "50% to the Tribe and 50% to the individual permittees" distribution of the latter in accordance with the number of acres covered by each permit. Annual lease rentals were handled as advance payment of royalty and were prorated on the same basis as royalties.

4. Pricing.

Prices shown on settlement sheets were found to be in agreement with Atomic Energy Commission Schedule No. 5-Revised (Amended October 9, 1953) which was in effect until March 31, 1962. Since that time the processing plants have been purchasing ore in accordance with posted prices and/or purchase agreements executed with individual lessees.

Generally posted prices were those that were in effect at the termination of AEC Schedule 5-Revised. Individual agreements with lessees were found to establish prices that were equal to, or higher than, AEC Schedule No. 5-Revised prices.

